

PROJECT MANUAL

FLETCHER TECHNICAL COMMUNITY COLLEGE

Aviation Maintenance Hangar A & B Improvements

Houma, Louisiana

Owner:

Fletcher Technical Community College

1407 Highway 311

Schriever, LA 70395

Dr. Kristine Strickland, Chancellor

Funding by CDBG-DR ([SAM.gov](https://www.sam.gov) Assistance Listing 14.228)

Resilient Communities Infrastructure Program (RCIP)

RCIP Project No. 55LDRC7801

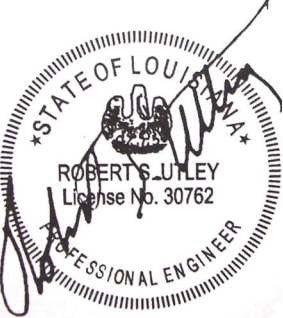
DDG PROJECT #: 25-2378



Date:	September 9, 2026
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Set No.

DIVISION OF PROFESSIONAL RESPONSIBILITY

	Tommie Aysenne, Jr., AIA The Architect's stamp affixed at the left indicates that all divisions and sections of the Project Manual not referred to below were prepared by or under the Architect's responsible supervision.
	Robert Utley, P.E. The Engineer's stamp affixed at the left indicates that all Mechanical Sections of the set of technical specifications were prepared by or under the engineer's responsible supervision. All other divisions or sections were prepared by others.
	Brandon Cortez, P.E. The Engineer's stamp affixed at the left indicates that all Electrical Sections of the set of technical specifications were prepared by or under the engineer's responsible supervision. All other divisions or sections were prepared by others.

**FLETCHER TECHNICAL COMMUNITY COLLEGE
AVIATION MAINTENANCE
HANGER A & B IMPROVEMENTS**

Houma, LA
Architect's Project Number: 25-2378

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ADVERTISEMENT FOR BIDS

Sealed bids will be received for State of Louisiana by the Purchasing Department of Fletcher Technical Community College on behalf of Fletcher Technical Community College, 1407 Hwy 311, Schriever, LA, 70395. The deadline for receipt of bids is **2:00 PM on October 20, 2026**, at which time bids will be opened and read aloud in a public meeting room at Fletcher Technical Community College, 1407 Hwy 311, Schriever, LA 70395.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY FLETCHER TECHNICAL COMMUNITY COLLEGE OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: Fletcher Technical Community College
Bid Name: Aviation Maintenance – Hangar A & B Improvements

DDG Job #: 25-2378

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

Duplantis Design Group, PC
314 East Bayou Road
Thibodaux, LA 70301
(985) 447-0090
taysenne@ddgpc.com

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

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

A MANDATORY PRE-BID CONFERENCE WILL BE HELD
at 10:00 am on Thursday, October, 8th 2026 at 200 Aviation Road, Houma, LA 70363

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

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

When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission or the availability of federal or other funds. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract (Davis-Bacon Act), Section 3 (Low Income Resident Participation) of the Housing and Urban Development Act of 1968, Section 109 (Non-Discrimination) of the Housing and Community Development Act of 1974, Section 503 (Non-Discrimination Against Employees with Disabilities) and Section 504 (Non-Discrimination Against Individuals with Disabilities) of the Rehabilitation Act of 1973, Segregated Facilities, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements.

Small businesses, minority businesses, women's business enterprises, veteran-owned businesses, labor surplus area firms and/or Section 3 businesses are encouraged to participate.

Fletcher Technical Community College is an equal opportunity employer.

Successful bidder must have an active Unique Entity ID (UEI), as verified on www.sam.gov, prior to award of contract.

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within (120) consecutive calendar days, subject to such extensions as may be granted under Paragraph 8.3, in the General Conditions and the Supplementary Conditions, and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of Five Hundred Dollars (\$500.00) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents include the following:

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

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

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

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

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

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

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

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

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

ARTICLE 2

PRE-BID CONFERENCE

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

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

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

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

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

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

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

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

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

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

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

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

ARTICLE 4

BID DOCUMENTS

4.1 Copies

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

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

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

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

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

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

4.1.3 The Owner or Architect in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

4.2 Interpretation or Correction of Bid Documents

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

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

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

4.3 Substitutions

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

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least fourteen (14) working days prior to the opening of bids. (La. R.S. 38:2295(C)) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require

shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval, if given, is contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

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

4.4 Addenda

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

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

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

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

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

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

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

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

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

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

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

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

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

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

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

5.2 Bid Security

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

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

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

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

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

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

5.3 Submission of Bids

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

The envelope shall not contain multiple bid forms, and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to Facility Planning and Control Department at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late

delivery by United States Mail, or express delivery, shall disqualify the bid.

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

Attn: Tracy Carmichael
Fletcher Technical Community College
1407 Highway 311
Schriever, LA 70395

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

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

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

5.4 Modification or Withdrawal of Bid

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

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

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

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

5.5 Prohibition of Discriminatory Boycotts of Israel

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

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

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

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

6.2 Rejection of Bids

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

6.3 Acceptance of Bid

6.3.1 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

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

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

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

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

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

7.1.2 The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

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

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

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

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the

contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the State of Louisiana, Office of Facility Planning and Control.

8.2 Time of Delivery and Form of Bond

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

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

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

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be furnished by Facility Planning and Control, an example of which is bound in the Bid Documents.

9.2 Award

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

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

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

VENDOR CHECK LIST

REQUIRED FORMS/ITEMS UPON BID SUBMISSION

- _____ Louisiana Uniform Public Works Bid Form
- _____ Bid Security Equal to 5% of Bid
- _____ Louisiana Contractor's License Number (if applicable) on Envelope Exterior
- _____ Corporate Resolution or written evidence of the authority of the person signing the bid

REQUIRED FORMS AFTER BID OPENING/UPON BID AWARD

- _____ Attestation Affidavit (ALL BIDDERS, WITHIN 10 DAYS OF BID OPENING)
- _____ Non-Collusion Affidavit (LOW BIDDER, WITHIN 10 DAYS OF REQUEST)
- _____ Disclosure of Ownership Affidavit (LOW BIDDER, WITHIN 10 DAYS OF REQUEST)
- _____ Performance and Payment Bond (LOW BIDDER, WITHIN 10 DAYS OF REQUEST)
- _____ Certificate of Insurance
- _____ E-Verification Form (ALL BIDDERS WITHIN 10 DAYS OF BID OPENING)

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Fletcher Technical Community College
1407 Highway 311
Schriever, LA 70395

BID FOR: Fletcher Technical Community College
Aviation Maintenance – Hangar A & B
Improvements
200 Aviation Road
Houma, LA 70363

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: Duplantis Design Group, PC and dated: September 9, 2026

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.

Add Alternate No. 1 - New overhead crane in Hangar B for the lump sum of:

_____ Dollars (\$ _____)

Add Alternate No. 2 - New aluminum walkway cover at north side of Hangar A for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 3 for the lump sum of:

Not applicable _____ Dollars (\$ n/a _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR’S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

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

BID BOND
FOR
FLETCHER TECHNICAL COMMUNITY COLLEGE

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the Fletcher Technical Community College Foundation (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

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

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

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

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT(SEAL)

July 2021

STATE OF LOUISIANA

Contract No. _____

PARISH OF TERREBONNE

SAMPLE CONTRACT BETWEEN OWNER AND CONTRACTOR

A CONTRACT is made and entered into between Fletcher Technical Community College Foundation on behalf of Fletcher Technical Community College, hereinafter called the "Owner", and _____, hereinafter called the "Contractor, whose business address is _____.

CONTRACT DOCUMENTS: The Contract Documents shall consist of the

1. Bid Response Form
2. Instructions to Bidders
3. General Conditions
4. Supplementary Conditions
5. Non-collusive Affidavit
6. Insurance Requirements and Certificates
7. Indemnification Agreement
8. Contractor's Bid Response Dated _____
9. Contractor's Performance and Payment Bonds
10. The Specifications and Drawings Dated _____.
11. Addenda Number(s)

and this Contract and all are made a part of this Contract by reference with the same force and effect as though said Documents were herein set out in full.

CONTRACT WORK: The Contractor shall perform all Work, in accordance with the Contract Documents, for **on behalf of Fletcher Technical Community College - Aviation Maintenance Hangar A & B Improvements.**

CONTRACT TIME: All Work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within _____ consecutive calendar days from and after said date.

CONTRACT CONTINUED

CONTRACT SUM: The Owner agrees to pay the Contractor for the Work described, the total Contract Sum of _____

_____ dollars (\$_____)

which sum represents the base price _____.

Payment of this amount is subject to additions or deductions in accordance with change orders as authorized in writing by the Owner.

GOVERNING LAW: This Contract shall be deemed a contract made in Louisiana and shall be governed by the laws of the State of Louisiana.

ENTIRE AGREEMENT: This Contract, and any properly executed amendments thereto, and all Contract Documents listed in this Contract shall constitute the complete and exclusive agreement between the parties and supersedes all prior oral or written agreements of communication relating to the subject matter of the Contract.

ACCEPTANCE: In witness whereof, this Contract is executed in triplicate in Schriever, Louisiana this _____ day of _____, 20____.

CONTRACTOR NAME

Fletcher Technical Community College Foundation
OWNER NAME

SIGNATURE

SIGNATURE

TITLE

TITLE

WITNESS

WITNESS

WITNESS

WITNESS

PERFORMANCE, MAINTENANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned contractor herein the Principal
and his/her/their/its Surety _____ are held
and firmly bound unto the Fletcher Technical Community College, in the penal sum of
_____ Dollars and _____ which is
100% of the contract amount, to be paid to Fletcher Technical Community College, its successors or assigns, for the
payment of which said sum well and truly to be made, we do hereby firmly bind ourselves, our heirs, executors,
administrators and successors, jointly and severally by these presents.

The condition of the above obligation is such that the Principal shall enter into a contract with Fletcher
Technical Community College for the furnishing of all labor, materials, equipment, rentals and other services and
supplies specified in said contract for the following:

Project Name Fletcher Technical Community College – Hangar A & B Improvements

Project Number 25-2378

Now, therefore, if said Principal shall well, properly, faithfully and honestly discharge, do and perform all and
singular obligations and things of said contract, to be done and performed by said Principal, according to said Contract,
then this obligation shall be void otherwise. The same shall remain in full force and effect. The obligation of the
Principal shall include, though it is expressly and specifically not limited to, the maintenance and repair of any and all
defects in workmanship or materials which may develop or occur in the above-referenced project, free of any and all cost
to the Fletcher Technical Community College for a period of two (2) years from the date of the final acceptance of the
project. The limit for the maintenance of the portion of the obligation shall be ten percent (10%) of the penal sum.

Provided further, that if said Principal fails to duly pay for any labor, materials, equipment, rentals, or any
other services or supplies used or consumed by the Principal or his/her/their/its sub-contractors in the performance of
the work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this
obligation, together with interest as provided by law.

Provided further, that the Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration, or addition to the terms of the contract, or the work to be
performed thereunder, or the specifications accompanying the same shall in any way affect its obligations on
this bond and it does hereby waive notice of any such change, extension of time, alteration, or modification.

Provided further, that the Principal and Surety hereby stipulate and agree that his bond shall be in full force and effect as of the effective date of the above-referenced contract.

IN TESTIMONY WHEREOF, the Principal has hereunto set his hand; the Surety has caused these presents to be extended in its name and its corporate seal to be hereunto affixed by its attorney-in-fact; and the undersigned attorney-in-fact hereby attests that he/she is duly authorized on this date and under the conditions set forth herein so to do.

WITNESSES:

Name of Principal

By:

Signature

WITNESSES:

Surety

By:

Name of Attorney-in-Fact

Signature and Seal

Signed, sealed and acknowledged before me _____,
the undersigned notary, duly commissioned and qualified in the presence of _____
_____ and _____ on this _____
day of _____, 2025.

Public Notary



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Fletcher Technical Community College
Hangar A & B Improvements
200 Aviation Road
Houma, LA 70363

THE OWNER:

(Name, legal status and address)

Fletcher Technical Community College
1407 Highway 311
Schriever, LA 70395

THE ARCHITECT:

(Name, legal status and address)

Duplantis Design Group
314 East Bayou Road
Thibodaux, LA 70301

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- 13 MISCELLANEOUS PROVISIONS

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

§ 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 16:46:38 CDT on 03/13/2025.

Changes to original AIA text

PAGE 6

Notice of ~~Cane~~Cancellation or Expiration of Insurance

PAGE 31

§ 11.1.4 Notice of ~~Cane~~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.

Variable Information

PAGE 1

FTCC-Main Building Interior Renovation

1407 LA 311
Schriever, LA 70395

Fletcher Technical Community College Foundation

1407 Highway 311
Schriever, LA 70395

Duplantis Design Group

314 East Bayou Road
Thibodaux, LA 70301

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 16:46:38 CDT on 03/13/2025 under Order No. 20240052118 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**
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**While the minimum Combined Single Limit of \$1,000,000 is required for any renovation, the limit is calculated by taking 10% of the building value and rounding it to the nearest \$1,000,000 to get the insurance limit. Example: Renovation on a \$33,000,000 building would have a calculated \$3,000,000 combined single limit of coverage (33,000,000 times .10 = 3,300,000 and then rounding down to \$3,000,000). If the calculated limit is less than the minimum limit listed in the above chart, then the amount needed is the minimum listed in the chart. Maximum per occurrence limit required is \$10,000,000 regardless of building value. The per project aggregate limit is then calculated as twice the per occurrence limit.

11.2.3 Automobile Liability

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

11.2.4 Excess Umbrella

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

11.2.5 Builder's Risk

11.2.5.1 Builder's Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.

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

11.2.5.3 A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the

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

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

11.2.6 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

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.

EXHIBIT A

INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND LARGE RENOVATIONS

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, or anyone employed directly or indirectly by any of them. The duration of the contract shall be from the inception of the contract until the date of final payment.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State 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 workers compensation coverage only.

2. **Commercial General Liability**

- a. 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.
- b. 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.
- c. COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

Type of <u>Construction</u>	Projects <u>up to \$1,000,000</u>	Projects over \$1,000,000 up to <u>\$10,000,000</u>	Projects over <u>\$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 value for the Project is <u>\$500,000.00</u>. **			
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.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident 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.

4. **Excess Umbrella**

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

5. **Builder's Risk**

- a. Builder's Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.
- b. Flood coverage shall be provided by the Contractor on the first floor and below for projects along and north of the Interstate Corridor beginning at the Texas-Louisiana border at Interstate 10, east to the Baton Rouge junction of Interstate 12, east to Slidell junction with Interstate 10 to the Louisiana-Mississippi border. If flood is included in the builder's risk insurance policy, then the sub-limit 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.
- c. On projects south of this corridor, flood coverage shall be provided by the State of Louisiana as the owner. The Contractor will be liable for the \$5,000 policy deductible from the Notice to Proceed date through the date of final payment of the project in the event of a flood loss.
- d. A Specialty Contractor may provide an installation floater in lieu of a Builders 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.
- e. The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.

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 policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Workers Compensation and Employers Liability Coverage

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

2. Commercial General Liability Coverage

- a. The Agency, 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 Forms 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.
 - b. The Contractor's insurance shall be primary as respects the Agency, 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 Agency, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
3. Builder's Risk

The policy must include an endorsement providing the following:

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

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will 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 agree that the decision of the appraisers and the umpire if involved will 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.

4. All Coverages

- a. 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.
- b. 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.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. 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 workers compensation coverage only.
2. 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.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency 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 Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:
State of Louisiana
Fletcher Technical Community College Foundation
1407 Hwy. 311
Schriever, La. 70395
Project #: 24-1327
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Agency, payment to the Contractor may be withheld until the requirements have been met, OR the Agency 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. 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.

F. SUBCONTRACTORS

1. 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 Agency reserves the right to request copies of subcontractor's Certificates at any time.
2. If Contractor does not verify subcontractors' insurance as described above, Agency has the right to withhold payments to the Contractor until the requirements have been met.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers 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.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. 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.
2. 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 of and expenses for all claims.

**INDEMNIFICATION
AGREEMENT**

The _____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless Fletcher Technical Community College, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense 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, expense and/or attorney fees incurred by _____ (Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the Fletcher Technical Community College, Boards, Commissions, its agents, representatives, and/or employees. _____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The Fletcher Technical Community College 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. 25-2378 for **FLETCHER TECHNICAL COMMUNITY COLLEGE**

Purpose of Contract: Aviation Maintenance - Hangar A & B Improvements

E-VERIFY AFFIDAVIT

**STATE OF
LOUISIANA
PARISH OF**

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Contractor verification of its current and future compliance with L.S.A. R.S.

38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with Fletcher Technical Community College Foundation has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as "E-Verify" program. The Contractor hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Contractor shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of Fletcher Technical Community College Foundation.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Fletcher Technical Community College Foundation, 1407 Hwy. 311 Schriever, La. 70395, Attn.: Tracy Carmichael, no later than five (5) business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

Date E-Verify ID Assigned

Printed Name of Signatory

E-Verify ID

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS DAY OF _____, 20

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT
(Pursuant to LA R.S. 38:2224 and LA R.S. 23:1726(B))

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, continually affirms that no part of the contract price received by Contractor 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 were in the regular course of their duties of Contractor. The above named Contractor has neither in the past three years received a final determination that the named Contractor has knowingly or willfully failed to properly classify an individual as an employee nor failed to pay unemployment.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Fletcher Technical Community College Foundation, 1407 Highway 311, Schriever, LA 70395, Attn: Tracy Carmichael, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

Printed Name of Signatory

Title of Authorized Signatory

Project Name/Number

SUBSCRIBED AND SWORN BEFORE ME ON THIS DAY OF _____, 20_____

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY

RESILIENT COMMUNITY INFRASTRUCTURE PROGRAM
(RCIP)

REQUIRED PROGRAM DOCUMENTS

- Section 01000 – Community Development Block Grant Program Disaster Recovery Rider and CDBG Compliance Provisions for Construction Contracts
- Section 01010 – Federal Wage Decision
- Section 01011 – Davis-Bacon and Labor Standards Contractor Guide Addendum
- Section 01020 – Section 3 General Information
- Section 01021 – Section 3 Frequently Asked Questions
- Section 01022 – Certification of **Prime Contractor** Regarding Section 3 and Segregated Facilities
- Section 01023 – Certification of **Subcontractor** Regarding Section 3 and Segregated Facilities
- Section 01024 – Contractor Section 3 Plan
- Section 01025 – Section 3 Worker Self Certification
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- Section 01027 – Section 3 Business Concern Contractor/Subcontractor Certification
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SECTION 00 1000

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
DISASTER RECOVERY RIDER**

**Fletcher Technical Community College
Aviation Maintenance - Hanger A & B Improvements**

**Community Development Block Grant Program Disaster Recovery Rider
&
CDBG Compliance Provisions For Construction Contracts**

This Community Development Block Grant Program Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

For all procurement contracts and subrecipient agreements funded fully or in part by the Community Development Block Grant Disaster Recovery (“CDBG-DR”) Program by and between the Fletcher Technical Community College, State of Louisiana, acting herein by Mark Mclean, Ph.D., Vice Chancellor for Strategic Initiatives and Communications, hereunto duly authorized, and [contractor], a [type of business (partnership, corporation)] organized under the laws of the State of Louisiana, acting herein by [name], [Chief Executive Officer or appointed representative], hereunto duly authorized; this CDBG Rider will serve as a universal addendum to each of those contracts and/or agreements.

This Rider must be signed separately as a stand-alone document, and the terms and provisions outlined herein will be applicable to all contracts and agreements between Fletcher Technical Community College, and [Contractor] in which CDBG-DR grant funds are a funding source.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR Funds for all associated grants are available on the HUD Web site at:

<https://www.hudexchange.info/programs/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices/>

CDBG COMPLIANCE PROVISIONS
for
CONSTRUCTION CONTRACTS

(These provisions must be included in all construction contracts)

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(Applicable to contracts and subcontracts above \$10,000)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- G. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as administering agency may be direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(Applicable to contracts and subcontracts above \$10,000)

A. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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- B. When the Contractor, or any subcontractor, at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to

work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.
- (6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written

notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - (12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
 - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

- I. A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 - J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.
 - K. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.
 - L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.
 - M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 - N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
 - O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
3. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**
(Applicable to contracts and subcontract over \$10,000)
- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

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- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: _____ *(see table below)*

Goals for female participation: _____ 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

MINORITY PARTICIPATION GOALS

PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)
Acadia	24.1	E. Baton Rouge	26.1	Madison	27.9	St. Landry	24.1
Allen	17.8	East Carroll	27.9	Morehouse	27.9	St. Martin	24.1
Ascension	26.1	East Feliciana	30.4	Natchitoches	29.3	St. Mary	24.1
Assumption	27.7	Evangeline	24.1	Orleans	31.0	St. Tammany	31.0
Avoyelles	29.3	Franklin	27.9	Ouachita	22.8	Tangipahoa	27.7
Beauregard	17.8	Grant	25.7	Plaquemines	27.7	Tensas	27.9
Bienville	29.3	Iberia	24.1	Pointe Coupee	30.4	Terrebonne	27.7
Bossier	29.3	Iberville	30.4	Rapides	25.7	Union	27.9
Caddo	29.3	Jackson	27.9	Red River	29.3	Vermilion	24.1
Calcasieu	19.3	Jefferson	31.0	Richland	27.9	Vernon	17.8
Caldwell	27.9	Jefferson Davis	17.8	Sabine	29.3	Washington	27.7
Cameron	17.8	Lafayette	20.6	St. Bernard	31.0	Webster	29.3
Catahoula	27.9	Lafourche	27.7	St. Charles	27.7	W. Baton Rouge	26.1
Claiborne	29.3	LaSalle	27.9	St. Helena	30.4	West Carroll	27.9
Concordia	30.4	Lincoln	27.9	St. James	27.7	West Feliciana	30.4
De Soto	29.3	Livingston	26.1	St. John the Baptist	27.7	Winn	29.3

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in

excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

- D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is *(insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any)*:

4. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age

Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN EMPLOYMENT AND TRAINING

The work to be performed under this Contract, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FR 61562, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements.

- A. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients of CDBG assistance shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- B. Section 3 also requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- C. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- D. The contractor agrees, to the greatest extent feasible, take steps to achieve the Section 3 benchmarks established by HUD for Section 3 workers and Targeted Section 3 workers. Section 3 benchmarks will consist of the following two ratios: (i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project. (ii) The number of labor hours worked by Targeted Section 3 workers as defined in § 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project.
- E. The contractor agrees to report in a manner prescribed by the Owner, (i) The total number of labor hours worked; (ii) The total number of labor hours worked by Section 3 workers; and (iii) The total number of labor hours worked by Targeted Section 3 workers.
- F. If the contractor fails to achieve the HUD Section 3 benchmarks, the contractor must report in a form prescribed by the Owner on the qualitative nature of its activities and those of its subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:
 - (1) Outreach efforts to generate job applicants who are Targeted Section 3 workers.
 - (2) Provided training or apprenticeship opportunities.
 - (3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).

- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
 - (5) Held one or more job fairs.
 - (6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).
 - (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
 - (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
 - (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
 - (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
 - (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
 - (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
 - (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
 - (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- G. The contractor agrees to include these Section 3 contract provisions in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- H. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

(Applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:
- (1) Recruitment, advertising, and job application procedures;
 - (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

- (3) Rates of pay or any other form of compensation and changes in compensation;
 - (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (5) Leaves of absence, sick leave, or any other leave;
 - (6) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - (7) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (8) Activities sponsored by the Contractor including social or recreational programs;
 - (9) Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers, or access to computers, that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- G. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

10. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to contracts and subcontracts exceeding \$150,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility

utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Include in contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives (Modify as Required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

13. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said

Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years after the official date of the State's final closeout of its grant with HUD.

15. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

17. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(Applicable to contracts and subcontracts of \$10,000 and under)

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

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

19. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

22. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

23. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR 180 that implement Executive Order 12549, *Debarment and Suspension* (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689, *Debarment and Suspension* (3 CFR Part 1989 Comp., p. 235).

26. PROTECTION OF LIVES AND HEALTH

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

27. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

29. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

30. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

31. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

33. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, *"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"*, 2 CFR Part 200, as they relate to the use of Federal funds under this contract.

36. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

38. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

40. PROCUREMENT OF RECOVERED MATERIALS

- A. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- B. Paragraph A of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

41. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- B. Prohibitions.
 - i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.**i) This clause does not prohibit contractors from providing—**

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii) By necessary implication and regulation, the prohibitions also do not apply to:**(1) Covered telecommunications equipment or services that:**

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.**D. Reporting requirement.**

- i) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- iii) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.”

42. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

For purposes of this clause:

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

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

43. FEDERAL LABOR STANDARDS PROVISIONS

The Contractor shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

44. AUTHORIZATION

ATTEST:

[Owner]

By: _____
[name & title of GRANTEE
Representative]

Date: _____

_____ [name of CONTRACTOR]

By: _____
[name & title of CONTRACTOR
Representative]

Date: _____

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

- C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
 2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D. A contractor’s assignee(s);
 - E. A contractor’s successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 00 1010

FEDERAL WAGE DECISION

**Fletcher Technical Community College
Aviation Maintenance - Hangar A & B Improvements**

State: Louisiana

Construction Types: Building

Counties: Louisiana Counties of
Terrebonne

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ASBE0053-001 09/02/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 32.66	9.86

ELEC0130-012 12/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	16.66

ENGI0406-002 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR: CRANE CRANE PREMIUMS:		
50-150 TONS \$1.75 OVER 150 TONS		
\$2.25.....	\$ 23.46	8.35

IRON0623-021 07/01/2024

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 34.75	13.86

PAIN1244-011 12/01/2021

	Rates	Fringes
PAINTER (SPRAY).....	\$ 18.83	9.48

PLAS0567-001 08/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 30.47	7.97

PLUM0060-008 06/03/2024

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.30	14.98

SHEE0214-009 09/01/2013

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY)....	\$ 26.71	11.93

	Rates	Fringes
TRUCK DRIVER: DUMP TRUCK.....	\$ 17.85	0.00
TILE SETTER.....	\$ 20.00	0.00
SHEET METAL WORKER, EXCLUDES HVAC DUCT INSTALLATION.	\$ 20.66	0.00
ROOFER.....	\$ 16.77	5.66
PAINTER (BRUSH AND ROLLER).....	\$ 18.95	8.91
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 21.03	0.00
LABORER: MASON TENDER - BRICK.....	\$ 12.39	0.00
LABORER: COMMON OR GENERAL.....	\$ 13.28	0.00
CARPENTER.....	\$ 19.26	2.73
BRICKLAYER.....	\$ 18.88	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than **SU**, **UAVG**, **SA**, or **SC** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The **SU** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The **SA** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME

refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ♦SA♦ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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SECTION 00 1011

**DAVIS-BACON AND LABOR STANDARDS
CONTRACTOR GUIDE ADDENDUM**

**Fletcher Technical Community College
Aviation Maintenance - Hangar A & B Improvements**



DAVIS-BACON AND LABOR STANDARDS CONTRACTOR GUIDE ADDENDUM

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INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide that is simple and non-bureaucratic yet comprehensive, and will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Davis Bacon and Labor Standards worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor that has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts that they either fund or assist in funding.

This Guide contains six main chapters. The first chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The second chapter lists the responsibilities of contractors and of state, tribal, and local contracting agencies that administer HUD programs. The third chapter lists wage basics, including wage decisions, wage classifications, and wage rates, to provide background for the rest of the Guide. The fourth chapter discusses reviewing and reporting payrolls. The fifth chapter delves into additional work classifications and wage rates. The sixth and final chapter discusses sanctions and restitution. For further background, the DBLS Agency Guide may be used as a reference.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Standards Field staff for your area.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:

www.hud.gov/program_offices/davis_bacon_and_labor_standards

BASIC DBA DEFINITIONS

See Section 3 in the Agency Guide.



LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if DB applies to a HUD project is it because of a labor provision contained in one of HUD's "Related Acts" (see 5.9 in the Agency Guide). The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (OT) hours (over 40 in any workweek) worked on a covered project. The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

Exemptions:

CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.

CWHSSA O/T provisions do not apply to prime contracts of \$100,000 or less.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback, (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer to submit weekly certified payroll reports, and regulates permissible payroll deductions.

The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29

Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of \$2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting

requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over \$100,000). The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development and Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >\$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >\$2,000 but ≤\$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).



Davis-Bacon Wage Decisions

The term “wage decision” includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term “wage decision” is used within this Guide to mean the Davis-Bacon wage decision. The terms “wage decision” and “wage determination” are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county or group of counties, and four general characters of construction work.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

www.hud.gov/program_offices/administration/hudclips/forms

RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov





CONTRACTOR RESPONSIBILITIES

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and their subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator Responsibilities, below.)

CONTRACT ADMINISTRATOR RESPONSIBILITIES

The contract administrator is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. This term is used to represent the person (or persons) who will provide labor standards advice and support to contractors and other project principals (e.g., owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 6.1, The Wage Decision) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see Section 12, Payroll Compliance Reviews and Corrections, in the Agency Guide) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Standards field staff. But many HUD-assisted projects are administered by local contracting agencies such as PHAs, TDHs, and States, cities and counties under HUD's CDBG and HOME programs.

In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for contractors remains essentially the same.

DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our [Contact List](#) for help.



WAGE BASICS

The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for skilled workers, operators, truck drivers, and laborers—for example: carpenters, electricians, plumbers, roofers, rollers, screeds, bulldozers, water wagons, dump trucks, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 5.12 in the Agency Guide.

The work classifications and wage rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications.

You'll want to make sure that the work classifications you need are contained in the wage decision, and make certain that you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (e.g., residential and commercial work) and can be lengthy and difficult to read. The contract administrator (HUD Labor Standards field staff or local agency staff) is available to assist with any trouble reading the wage decision or finding the applicable work classification(s).

To make reading lengthy wage decisions easier, a contract administrator may prepare a Project Wage Sheet (HUD-4720). This sheet is a one-page transcript that will show only the classifications and wage rates for a project. A blank copy of a Project Wage Rate Sheet is provided in the Appendix.

RESOURCE

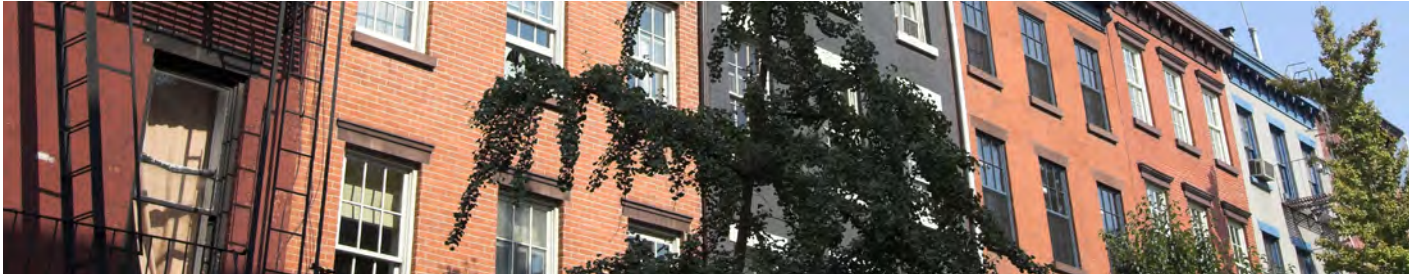
A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms. Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.

Posting the wage decision, Davis-Bacon poster, and Additional Classifications wages

The prime contractor is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet), a copy of the DOL Davis-Bacon poster titled Employee Rights Under the Davis-Bacon Act (Form WH-1321), and Additional Classifications wages at the job site in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) if they have any questions or want to file a complaint.

RESOURCE

The Employee Rights Under the Davis Bacon Act poster replaces the Notice To All Employees. The new poster is available in English and Spanish online at: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrmk13.



REVIEWING PAYROLLS

Certified Payroll Reports (CPRs)

To demonstrate compliance with labor standards requirements, each employer shall prepare, certify, and submit payroll reports for each week to the sponsor, applicant, or owner for any contract work that is performed. See 29 CFR § 5.5(a)(3)(ii) for information on CPRs.

CPR format

Employers on an FHA project are required to use the HUD-authorized Electronic Payroll System (EPS) to submit CPR reports. If an approved electronic payroll reporting system is not being used by the LCA, the employer must ensure that all information from DOL Payroll Form WH-347 is included and that the LSS can reasonably interpret it. Form WH-347 is available online at www.dol.gov/whd/forms/wh347.pdf.

Submission requirements

Each employer shall submit payroll reports beginning with the first week such employer performs work on the site of the work. Employers shall submit reports promptly following the close of each such pay week.

“No Work” payrolls

Employers are not required to submit reports for weeks during which no work was performed at the site of work, provided that the payroll reports are numbered sequentially or that the employer has provided written notice that its work on the project has been suspended.

Weekly payroll certification

Each weekly payroll submitted shall be accompanied by a “Statement of Compliance” that bears the original signature of the owner, executive/corporate officer, or a designee authorized by the owner or officer. The signature must be in ink; pencil is not acceptable. Signature stamps, photocopies, and facsimiles are not acceptable. The employer may utilize the reverse side of the DOL Payroll Form WH-347 as its Statement of Compliance or another document that contains the same language prescribed on the reverse of the WH-347.

False Submissions

The falsification of any of the above certifications may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 231 of Title 31 of the United States Code (USC).

Payroll Review and Submission

The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for O/T violations. All the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments, and protect itself from financial loss should underpayments occur.

Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records—such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments—for a Davis-Bacon project for at least three years after the project is completed. The prime contractor must keep a complete set of all the payrolls for every contractor (including subcontractors) for at least three years after completion of the project.

Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or DOL.





REPORTING PAYROLLS

Completing a Payroll Report

Each employer shall maintain payroll records with respect to their own workforce employed at the site of the work. The prime contractor shall maintain such records relative to all laborers and mechanics working at the site of the work during the course of the construction work for at least three years following the completion of the work. Such records shall contain:

Project and contractor/subcontractor information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Week dates must be indicated in the spaces provided. Numbering payrolls is optional but strongly recommended.

Employee information

The name and an individually identifying 4-digit number for each laborer and mechanic. Employers must always maintain each employee's address and full Social Security number (SSN) during the construction of the project and for no less than three years following completion. This information must be made available to the prime contractor, HUD, and/or the LCA upon request.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for Federal labor standards compliance monitoring. Prime contractors may require a subcontractor to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

Work classification

Each employee must be classified in accordance with the wage decision based on the type of work they perform.

Apprentices or trainees

The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

Split classifications

For an employee that worked in a split classification, make a separate entry for each classification of work performed, distributing the hours of work to each classification accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

Hours worked

The payroll should show only the regular and O/T hours worked on one particular project. The employer must show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, employers should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

Rate of pay

Employers must show the basic hourly rate of pay for each employee for one particular project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer must add the fringe benefit rate to the basic hourly rate of pay, and must list the O/T rate if O/T hours were worked.

Piece-work

For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any O/T hours.

The effective hourly rate must be reflected on the certified payroll. This hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week to week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the O/T rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the O/T rate would be: $(\$10 \times 1.5) + \$5 = \$20/\text{hour}$.

Gross wages earned

Show the gross amount of wages earned for work performed on a particular project. Note: Employees with work hours and earnings on other projects may show gross wages for a particular project over gross earnings from all projects (e.g., \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (e.g., Savings Account or Loan Repayment). Any voluntary deduction (i.e., not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears. The note needs to show the type, amount, and frequency of the deduction. A new deduction authorization is required when any of the aforementioned items change.

MORE INFO

Only one employee authorization is needed for recurring (e.g., weekly) "other" deductions. Written employee authorization is not required for income tax and Social Security deductions.



Net pay

Show the net amount of wages paid.

Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Employers must be sure to complete the identifying information at the top, particularly if attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, the employer must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that the employer is paying required fringe benefits to approved plans or programs; and 4(b) indicates that the employer is paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If the employer is paying a portion of the required fringe benefit to programs and the balance directly to the employee, the employer must explain those differences in box 4(c).

Signature

For paper payrolls submitted, the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer, or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. For paper payrolls, signatures in pencil, signature stamps, Xerox copies, PDFs, and other facsimiles are not acceptable.

MORE INFO

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.





ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

After contract award, if it is determined that additional work classifications are required because the wage decision lacks all the necessary classifications and wage rates, the prime contractor and, if applicable, its subcontractors employing workers in such classifications shall request an additional work classification and propose a wage rate and fringe benefits for such classification on form SF-1444, Request for Authorization of Additional Classification and Rate. The contractor or subcontractor shall make its request for a final decision through the LSS or LCA, as appropriate, to DOL at whd-cbaconformance_incoming@dol.gov. The LSS/LCA shall assist the employer in preparing the request and, if necessary, provide guidance on the policies and procedures involved.

Note: Additional work classifications and wage rates may be requested only after the effective wage decision “lock-in” date. (See DOL Regulations at 29 CFR Part 5 § 5.5(a)(1)(ii).)

Additional Work Classification and Wage Rate Parameters

Signature

Additional work classifications must be signed by DBLS for FHA-insured projects managed by HUD and signed by the LCA contracting officer for projects managed by LCAs, then forwarded to DOL with the applicable wage decision where:

The requested work classification is used in the area of the project by the construction industry;

The work that will be performed by the requested work classification is not performed by a work classification that is already contained within the applicable wage decision;

The proposed wage rate for the requested work classification bears a reasonable relationship to the wage rates on the wage decision; and

The workers that will be employed in the requested work classification (if it is known who the workers are or will be) or the workers’ representatives agree with the proposed wage rate.

General guide

The wage rate and fringe benefits proposed for any classification must be in accordance with the guidance available in All Agency Memorandum 213. The proposed wage rate and fringe benefits should bear a reasonable relationship to the entirety of the rates within the relevant category. There are four basic categories: skilled crafts, laborers, truck drivers, and power equipment operators. Additional classifications proposed for power equipment operators must specify the type(s) of power equipment involved.

Making the Request

Although a request for additional work classification and wage rate may be prompted following an LSS/LCA review, the proposal must originate with the prime contractor/employer that will utilize the work classification. The prime contractor/employer must submit the request in writing. A basic request must identify the contract/project involved, the work classification requested, and the wage rate, including any bona fide fringe benefits proposed. In some cases, it may be necessary for the prime contractor/employer to describe the work that the requested work classification would perform. The prime contractor/employer should use form SF-1444, Request for Authorization of Additional Classification and Rate, to submit the request.

LSS/LCA Review of Request

The LSS/LCA will review the prime contractor/employer's request to determine if it satisfies the approval criteria at 5.12.1.9.2. The LSS/LCA will contact the prime contractor/employer if clarification or additional information is needed to complete the review.

Signing the request, reporting to DOL

If the LSS/LCA review finds that the requested work classifications and wage rate/fringe benefits meet the criteria at 5.12.1.9.2, the LSS/LCA submits the completed SF-1444, related documentation, and the applicable wage decision to the DOL National Office for final decision using DOL's dedicated email address:

whd-cbaconformance_incoming@dol.gov.

Disagreement with the request; referring for DOL decision

If the LSS/LCA review finds that the requested work classification and wage rate/fringe benefits fails to meet the approval criteria or if the parties do not agree on the proper classification or wage rate/fringe benefits for the work described, the LSS/LCA shall prepare an SF-1444 and a written report explaining the results of the review and any issues in dispute among the parties, and shall forward these along with a copy of the applicable wage decision to the DOL National Office for its decision using the same dedicated DOL email address.

DOL decision

DOL regulations permit 30 days for DOL to respond to the SF-1444. DOL will notify the LSS/LCA in writing of its decision.

DOL approval

When DOL approves the requested additional work classification and wage rate/fringe benefits, the LSS/LCA shall provide a copy of the DOL notice of approval to the prime contractor/employer with instructions that the additional work classification and wage rate/fringe benefits must be posted on the job site with the wage decision.



DOL disapproval

When DOL disapproves the requested work classification and wage rate/fringe benefits, DOL will notify the LSS/LCA in writing of the reasons why the request cannot be approved. DOL may also indicate what work classifications/wage rate/fringe benefits could be approved for the work involved if a modified request is submitted.

Notification to the prime contractor/employer

The LSS/LCA will notify the prime contractor/employer in writing of the results of the LSS/LCA review and/or DOL decision and provide a copy of the DOL notice.

Requests for DOL reconsideration

The LSS/LCA, the prime contractor/employer, or other interested parties may request reconsideration of the DOL decision on a requested additional work classification and wage rate/fringe benefits. Such requests must be made in writing accompanied by a full statement of the interested party's views and any supporting wage data or other pertinent information.





SANCTIONS AND RESTITUTION

Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before DOL, or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of the things you might expect, and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

Administrative Review on Labor Standards Disputes

The labor standards clauses in the contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

Additional classifications and wage rates

Additional classification and wage rate requests are sometimes denied by DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

Reconsideration

DOL normally identifies the reasons for denial in its response to the request. Any interested person (e.g., the contract administrator, employer, or representatives of the employees) may request reconsideration of

the decision on the additional classification request.

The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to DOL. (See DOL Regulations 29 CFR § 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through HQLS (Headquarters Office Davis-Bacon and Labor Standards).

Administrative Review Board

Any interested party may request a review of the Administrator’s decision on reconsideration by DOL’s Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR § 1.9.)

Findings of underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due, and to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with employers to reach such agreements.

Rulings and interpretations unrelated to findings of underpayment

DOL is the authority for rulings and interpretations unrelated to findings of underpayments. This includes disputes concerning the prevailing wage rates as determined by DOL, DBRA applicability, character of work decisions, and interpretation and application of DOL regulations at 29 CFR Parts 1, 3, and 5. These and other such matters must be referred to the DOL Wage and Hour Administrator for their ruling and/or interpretation per 29 CFR § 5.13. Any request for a ruling or an interpretation from the DOL Administrator via DBLS must be submitted through HQLS with a copy to the local LSS.

Disputes concerning findings of underpayment

Underpayments usually occur when a contractor or subcontractor does not properly pay wages according to the approved wage determination and it has been identified as part of a Davis-Bacon and DBLS enforcement action. There may be other situations that also create underpayments, and they can originate from the employer, prime contractor, or any other interested party. Any underpayment decision by DBLS will include a formal decision letter with a Notice of Right to Appeal.

DOL review

DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL ALJ. (See DOL Regulations 29 CFR § 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

Administrative Review Board

Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

Withholding

The contract administrator shall cause the withholding of payments due to the prime contractor to ensure the payment of wages that are believed to be due and unpaid (e.g., if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor). DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is serious and is not taken unless warranted. If withholding is deemed necessary, the contractor will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.



Deposits and Escrows

In some situations, certain labor standards issues are not or cannot be resolved in time to meet project closeout schedules. In order to permit a final closing/closeout to proceed while certain labor issues are outstanding, a deposit account (HUD-administered projects, e.g. multifamily housing-insured and grant programs) or an escrow account (LCA-administered projects, e.g., CDBG, HOME, HOPE VI (Housing Opportunities for People Everywhere)) may be established as a guarantee to ensure the payment of any wages that have been or may be found due to workers that were employed in the construction of the project. Deposit and escrow accounts may also hold fringe benefits payments that are due to plans or programs and/or liquidated damages that are assessed for violations of CWHSSA O/T provisions. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

MORE INFO

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 3.2, Responsibilities of the Principal Contractor, and 12.4, Restitution for Underpayment of Wages, in the Agency Guide.

Where the parties have agreed to amounts of wage restitution that are due, but the employer hasn't furnished evidence yet that all the underpaid workers have received their back wages (e.g., unfound workers)

The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in Section 11.4.1 of this Guide;

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (unfound workers). See 12.4.6 in the Agency Guide for more information.

Where underpayments are suspected or alleged and an investigation has not yet been completed

The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper



documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor;

If the employer is unable to make the payments to the workers (e.g., lacks the funds necessary), the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described in Section 13.4.6 in the Agency Guide.

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.

Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due

The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

DOL debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the DBRA will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to three years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or initiated by DOL. Debarment proceedings are described in DOL regulations 29 CFR § 5.12.

HUD sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments, and suspensions.



Limited Denial of Participation

HUD may issue to the employer an LDP, which prohibits the employer from further participation in HUD programs for a period of up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDPs are found at 24 CFR §§ 24.700-24.714.

Debarment and suspensions

In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications), or initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Falsification of Certified Payroll Reports

Cases that involve certified payroll falsification may be referred to DOL for its investigation at the outset or referred to DOL for administrative review/hearings or other sanctions.

All referrals suggesting consideration for criminal prosecution must be submitted through the established hierarchy:



States may submit any such recommendation to DOL directly.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.



SECTION 00 1020**SECTION 3 GENERAL INFORMATION****Fletcher Technical Community College
Aviation Maintenance - Hangar A & B Improvements**

This Construction Contract includes the requirement to ensure that employment opportunities be directed to low – and very low income persons, particularly those who are recipients of government assistance for housing. These requirements are included in Section 3 of the Housing and Urban Development Act of 1968; and are known as “Section 3 Provisions”.

The rules and requirements for adherence with Section 3 will impact the obligation and reporting requirements of you as the prime contractor, as well as all of your subcontractors. Section 3 regulations:

1. Establishes a benchmark of twenty-five (25) percent of the total labor hours on the project (worked by existing employees and new employees) must be performed by Section 3 Workers. A **Section 3 Worker** must meet one of the following criteria:
 - a. Household income is below HUD’s income limits (worker’s self-certification); **or**
 - b. Participation in a means-tested program such as public housing or Section 8 assisted housing (worker’s self-certification); **or**
 - c. Employment by a Section 3 Business Concern.
2. Establishes a benchmark of five (5) percent of the total labor hours on the project (worked by existing employees and new employees) must be performed by Targeted Section 3 Workers. In addition to meeting the criteria for a Section 3 Worker, **Targeted Section 3 Worker** must also meet one of the following criteria:
 - a. Employment by a Section 3 Business Concern; **or**
 - b. Live within a one (1) mile radius of the project site; **or**
 - c. Participate in a YouthBuild program.

Contractors and subcontractors must document efforts to comply with Section 3 and meet the benchmarks stated above through the compilation and maintenance of a “good faith efforts” file. It should contain memoranda, correspondence, advertisements, etc., illustrating your attempts to reach eligible persons and businesses.

SECTION 00 1021

SECTION 3 FREQUENTLY ASKED QUESTIONS

**Fletcher Technical Community College
Aviation Maintenance – Hangar A & B Improvements**

(Published: February 10, 2025)

“Best Efforts” and “To the Greatest Extent Feasible”

FREQUENTLY ASKED QUESTIONS

for

SECTION 3

Published: February 10, 2025

The following is a guidance document published by the Department of Housing and Urban Development Office of Field Policy and Management for the purpose of providing answers to frequently asked questions about Section 3 of the HUD Act of 1968 (12 U.S.C § 1701u) and its associated regulations (24 C.F.R. Part 75). This document is intended to provide guidance for Section 3 funding recipients, subrecipients, contractors, subcontractors, workers, and other stakeholders.

This guidance document covers questions in several topic areas and is divided into parts that contain questions on that part's topic.

I. GENERAL QUESTIONS REGARDING SECTION 3:

1. What is Section 3?
2. What Do “Best Efforts” and “to the Greatest Extent Feasible” Mean?
3. What Does “Section 3 Worker” Mean?
4. What Does “Targeted Section 3 Worker” Mean?
5. What Does “Section 3 Business Concern” mean?
6. How are low-income and very low-income determined?
7. What is YouthBuild?
8. As a funding recipient, what are my Section 3 reporting goals?
9. What is a Section 3 project?
10. Who is considered a recipient of Section 3 funding?
11. What are funding thresholds and how do they apply to Section 3 covered financial assistance?
12. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?
13. Can a non-profit organization be considered a business concern for the purposes of Section 3?

14. What is a “Service Area” or “Neighborhood of the project”?
15. What if my agency does not meet all benchmark goals for employment or contracting?
16. My agency has met all benchmark goals for employment and contracting, does this mean that we are considered in compliance with Section 3?

II. APPLICABILITY:

1. What HUD assistance does Section 3 apply to?
2. Do the requirements of Section 3 apply to grantees on a per project basis?
3. If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?
4. What recordkeeping responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?
5. Do the Section 3 requirements apply to material only contracts?
6. Do the Section 3 requirements apply to Section 8 project-based rental assistance contracts?
7. Are maintenance projects covered by Section 3?
8. Does the reduction and abatement of lead-based paint hazards constitute housing rehabilitation?
9. Are demolition projects covered by the requirements of Section 3?
10. Are professional service contracts required to be reported under Section 3?
11. Does Section 3 apply to labor hours by a CDBG-Entitlement recipient?
12. Does Section 3 apply to labor hours by a Public Housing Authority?

III. CONSISTENCY WITH OTHER LAWS:

1. Are recipients required to comply with Federal/state/local laws in addition to Section 3
2. What is the relationship between Section 3 and Davis Bacon requirements?
3. What does the new rule mean for Tribes and Tribally Designated Housing Entities?

IV. RECIPIENT RESPONSIBILITIES:

1. What are the responsibilities of recipient agencies under Section 3?

2. What are the reporting requirements for legacy contracts entered into under the old Part 135 rule?
3. What are the reporting requirements for Section 3 projects for which assistance or funds are committed during the transition period?
4. What is the reporting timeline for Public Housing Authorities and other recipients of public housing financial assistance?
5. What are the reporting requirements for Public Housing Authorities and other recipients of public housing financial assistance during the transition period?
6. What are good strategies for targeting Section 3 workers and businesses?
7. Are funds provided to recipients so that they can comply with the requirements of Section 3?
8. Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3?
9. Are recipients, developers, and contractors required to provide long- term employment opportunities, and not simply seasonal or temporary employment?
10. When might a recipient agency be exempt from the quantitative reporting requirements of Section 3?
11. Are recipients required to request developers or contractors to make payments into Section 3 training or implementation funds?

V. SECTION 3 CERTIFICATION:

1. How can a prospective Section 3 worker or business concern certify that they meet the eligibility requirements?
2. What documentation must be maintained by HUD recipients, contractors and subcontractors certifying that low- and very-low individuals and business concerns meet the regulatory definitions under Section 3?
3. What are examples of acceptable evidence to determine eligibility as a Section 3 worker?
4. What are examples of acceptable evidence for determining eligibility as a Section 3 business concern?
5. Are all public housing residents considered Section 3 workers regardless of their income?
6. Does qualifying as a Section 3 businesses mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price?

7. Does a business have to be incorporated to be considered a Section 3 eligible business?

VI. ECONOMIC OPPORTUNITIES NUMERICAL BENCHMARKS:

1. How can low- and very low-income persons and businesses locate recipient agencies that are required to comply with Section 3 in their area?
2. How can I find Section 3 business concerns in my area?
3. Do the benchmark requirements only count toward new hires?
4. Should PHA's report on staff hours?
5. What category of PHA Staff should be included?
6. Are recipient agencies required to meet the Section 3 benchmarks, or are they optional?
7. Will there be changes to the benchmark requirements?
8. What is considered "other" public construction?
9. What is the meaning of the safe harbor determination?

VII. SECTION 3 COMPLAINTS:

1. How should complaints be made?
2. Where else can I file complaints alleging denied employment and contracting opportunities?

I. GENERAL QUESTIONS REGARDING SECTION 3:

1. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

2. What Do “Best Efforts” and “to the Greatest Extent Feasible” Mean?

“Best efforts” and “greatest extent feasible” are statutory terms, used in the statute in different contexts. As such, HUD uses both terms to track compliance, and there are many ways to interpret the language. Traditionally, HUD has used the terms interchangeably, as referenced in

the statute, and will continue to be consistent with the statutory language. *See* 12 U.S.C. 1701u(b)-(d). These terms are integral to the statutory intent and provide flexibility, rather than administrative burden, to grantees or recipients of HUD funding.

HUD acknowledges that some perceive “best efforts” to be the more rigorous standard, while others perceive “greatest extent feasible” to be the more rigorous standard. HUD has determined not to define the difference between these two terms but rather to increase the emphasis on outcomes as a result of these efforts. A recipient’s reported results will be compared to the outcome metrics defined in the benchmark notice. HUD program staff will evaluate the level of effort expended by those recipients that fail to meet the benchmark safe harbor, and thus will ensure that the statutory terms are being properly enforced. HUD included a list of examples in the regulation at 24 CFR §§ 75.15 and 75.25, including engagement in outreach efforts to generate job applicants who are Targeted Section 3 workers, providing training or apprenticeship opportunities, and providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

3. What Does “Section 3 Worker” Mean?

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD (see Question 6 of this part I of these FAQs, below);
2. The worker is employed by a Section 3 business concern (see Question 5 of part I, below); or
3. The worker is a YouthBuild participant.

4. What Does “Targeted Section 3 Worker” Mean?

A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of public housing or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - (iii) A YouthBuild participant.

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or

- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
- (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
 - (ii) A YouthBuild participant.

5. What Does “Section 3 Business Concern” mean?

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

6. How are low-income and very low-income determined?

Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from:

<https://www.huduser.gov/portal/datasets/il.html>.

7. What is YouthBuild?

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods.

The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. Each year, more than 6,000 youth participate in approximately 210 YouthBuild programs in more than 40 states. More information can be found here:

<https://www.dol.gov/agencies/eta/youth/youthbuild>.

8. As a funding recipient, what are my Section 3 reporting goals?

Your Section 3 reporting goals depend on the type of assistance you are receiving, whether public housing financial assistance or housing and community development financial assistance.

For public housing financial assistance, the benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. The benchmark for Targeted Section 3 workers is set at *5 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. This means that the *5 percent* is included as part of the *25 percent* threshold.

For housing and community development financial assistance projects, the benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at *5 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the *5 percent* is included as part of the *25 percent* threshold.

9. What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 *et seq.*; and/or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). (See Question 12 of this part I of these FAQs for more detail regarding Lead Hazard Control and Healthy Homes programs.)

The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. The requirements of Part 75 apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

10. Who is considered a recipient of Section 3 funding?

A recipient is any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization. It does not include contractors or any intended beneficiary under the HUD program to which Section 3 applies, such as a homeowner or a Section 3 worker.

11. What are funding thresholds and how do they apply to Section 3 covered financial assistance?

Funding thresholds are minimum dollar amounts that trigger Section 3 requirements. There are no thresholds for public housing programs. The requirements of Section 3 apply to all programs

receiving public housing financial assistance regardless of the amount of assistance received from HUD. Section 3 also applies to the entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance.

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000 (Lead Hazard Control and Healthy Homes (LHCHH) assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold).

The threshold is \$100,000 when the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992. LHCHH programs require Section 3 compliance if there is over \$100,000 of LHCHH funding for the project (neither HUD public housing financial assistance nor HUD housing and community development financial assistance is included in calculating whether the assistance exceeds the \$100,000 threshold). Recipients of LHCHH funding will also be required to comply with Section 3 regulations and report on the entirety of the project when the total amount of HUD housing and community development financial assistance to the project exceeds \$200,000 (LHCHH funding is not included in calculating whether the total assistance exceeds the \$200,000 threshold), or if any public housing financial assistance is provided.

12. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?

For public housing financial assistance, Public Housing Authorities (PHAs), regardless of size or number of public housing units, are required to comply with Section 3 and its reporting requirements. However, small PHAs (fewer than 250 units) are permitted to report qualitatively as permitted under 24 CFR § 75.15(d). Some examples of those qualitative efforts are listed in the answer to Question 15.

As previously stated, Section 3 also applies to projects with more than \$200,000 in funding from housing and community development financial assistance programs. The following is a list of examples of such funds:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership
- Housing Trust Fund (HTF)
- Neighborhood Stabilization Program Grants (NSP 1, 2 & 3)
- Housing Opportunities for Persons with AIDS (HOPWA)
- Emergency Solutions Grants (ESG)

- University Partnership Grants
- Economic Stimulus Funds
- 202/811 Grants
- Lead Hazard Control Grants (\$100,000 threshold; see Question 12, above, in this part I of these FAQs)
- Healthy Homes Production Grants (\$100,000 threshold; see Question 12, above, in this part I)
- Rental Assistance Demonstration (RAD) (see most recent RAD Notice, found through HUD's RAD website, www.hud.gov/rad/)

*Note: The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction. Contact your [local HUD field office](#) to determine applicability to a particular project/activity.

13. Can a non-profit organization be considered a business concern for the purposes of Section 3?

Yes. A non-profit organization can be a business concern. Non-profit organizations must meet the criteria of a Section 3 business concern as defined at 24 CFR § 75.5 in order to receive Section 3 preference. See response to Question 5 above.

14. What is a “Service Area” or “Neighborhood of the project”?

“Service area” or the “neighborhood of the project” means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

15. What if my agency does not meet all benchmark goals for employment or contracting?

If reporting indicates that the agency has not met the Section 3 benchmarks, the agency must report in a method prescribed by HUD program offices on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.

- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

16. My agency has met all benchmark goals for employment and contracting, does this mean that we are considered in compliance with Section 3?

Yes. Recipients will be considered to have complied with Section 3 requirements, in the absence of evidence to the contrary, if they meet all benchmark goals and certify compliance with prioritization requirements found in 24 CFR § 75.9 or §75.19. However, if subsequent HUD enforcement activities reveal that the recipient has failed to comply with the recipient responsibilities set forth at 24 CFR §75.13 or §75.23, this compliance determination may be rescinded.

II. APPLICABILITY:

1. What HUD assistance does Section 3 apply to?

Section 3 applies to both:

- a. Public Housing Financial Assistance –
 - i. Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act);
 - ii. Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act;
 - iii. Development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act; and

- iv. The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in subsections (i) through (iii).
- b. Housing and Community Development Financial Assistance expended for housing rehabilitation, housing construction, or other public construction. See Question #2 below for applicability thresholds.

2. Do the requirements of Section 3 apply to grantees on a per project basis?

Yes, for housing and community development financial assistance projects. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. See Question 12 of part I of these FAQs.

Section 3 applies to all public housing financial assistance funds, regardless of the amount of assistance from HUD.

3. If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?

Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Projects that are financed with state, local or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3 if the amount of HUD funding for the project exceeds the regulatory thresholds (listed in Section I, Question #11).

For RAD projects, Section 3 applies regardless of what money is used to pay for repairs. Per the RAD Notice, “While most RAD conversions do not utilize funding covered by Section 3, HUD has established the alternative requirement that any Work required by the conversion after the RAD Closing that involves housing rehabilitation or housing construction is subject to the Section 3 requirements applicable to housing and community development activities as set forth in 12 U.S.C. 1701u(c)(2) and (d)(2) and the regulations derived from such provisions except that, with the exception of transactions receiving HUD housing and community development assistance, such as CDBG (24 CFR part 570) or HOME (24 CFR part 92), first priority for employment and other economic opportunities shall be given to residents of public housing or Section 8 assisted housing. Otherwise, the receipt of Section 8 rental assistance does not, in itself, trigger the applicability of Section 3.”

4. What recordkeeping responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible

for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR §75.31.

5. Do the Section 3 requirements apply to material only contracts?

No. Section 3 does not apply to material only contracts or those that do not require any labor. For example, a contract for office or janitorial supplies would not be covered by Section 3. In this example, Section 3 would be encouraged but not required. However, a contract to replace windows that includes the removal of existing windows and the installation of new windows would be covered due to the involvement of labor.

6. Do the Section 3 requirements apply to Section 8 project-based rental assistance contracts?

No. Section 8 project-based voucher or project-based rental assistance housing assistance payment contracts, are not covered by the statute, including properties converted through the Rental Assistance Demonstration (RAD).

7. Are maintenance projects covered by Section 3?

Yes, but only for PIH funded programs administered by Public Housing Authorities.

8. Does the reduction and abatement of lead-based paint hazards constitute housing rehabilitation?

No, reduction and abatement of lead-based paint hazards focuses on mitigating lead paint hazards only, not conducting general rehabilitation activities.

9. Are demolition projects covered by the requirements of Section 3?

Yes. Recipients of assistance covered by Section 3 should, where feasible, comply with Section 3 benchmarks.

10. Are professional service contracts required to be reported under Section 3?

No, professional service contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours. However, this exclusion does not cover all non-construction services.

However, professional services staff labor hours are permitted to be reported and PHAs will be given credit for reporting opportunities created for professional services by including professional services labor hours in the numerator, and not in the denominator, of the reported outcome ratios. The reporting structure in the rule allows a recipient to count any work performed by a professional services Section 3 worker or Targeted Section 3 worker as Section 3 labor hours and as Targeted Section 3 labor hours (i.e., in the numerator of the calculation), even

when the professional services as a whole are not counted in the baseline reporting (i.e., in the denominator of the calculation). The effect of this reporting structure is to give a recipient a bonus if they are able to report Section 3 hires in the professional services context.

11. Does Section 3 apply to labor hours by a CDBG-Entitlement recipient?

Yes. If the recipient intends to use its HUD grant to perform housing construction, rehabilitation, or other public construction and the total HUD assistance to the project exceeds \$200,000, then Section 3 applies to the project.

12. Does Section 3 apply to labor hours by a Public Housing Authority?

Yes. Section 3 applies to all Public Housing capital, operating, or development funds.

III. CONSISTENCY WITH OTHER LAWS:

1. Are recipients required to comply with Federal/state/local laws in addition to Section 3?

Yes. Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, recipients of Section 3-covered assistance are required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations.

2. What is the relationship between Section 3 and Davis Bacon requirements?

Compliance with Section 3 must be achieved consistent with the requirements of Davis-Bacon. Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and implementing U.S. Department of Labor regulations in 29 CFR Part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public housing projects are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. (24 CFR § 965.101).

3. What does the new rule mean for Tribes and Tribally Designated Housing Entities?

After the Section 3 new rule went into effect on November 30, 2020, Tribes and Tribally Designated Housing Entities under the Indian Housing Block Grant and Indian Community Development Block Grant programs are no longer required comply with Section 3 requirements.

The new rule at 24 CFR part 75 provides that contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

IV. RECIPIENT RESPONSIBILITIES:

1. What are the responsibilities of recipient agencies under Section 3?

Recipients are required to ensure their own compliance and the compliance of their contractors/subcontractors with the Section 3 regulations, as outlined at 24 CFR part 75. These responsibilities include but are not limited to the following:

Designing and implementing procedures to comply with the requirements of Section 3: Recipient agencies must take an **active role** in ensuring Section 3 compliance. The first step is implementing procedures to ensure that all parties, including residents, businesses, contractors, and subcontractors, comply with Section 3 and maintain records verifying that compliance.

Facilitating the training and employment of Section 3 workers: The recipient agency must act as a facilitator, connecting Section 3 workers to training and employment opportunities.

Facilitating the award of contracts to Section 3 business concerns: The recipient agency must also work to link developers and contractors with capable Section 3 business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity-building training.

Ensuring Contractor and Subcontractor Awareness of and Compliance with Section 3 Benchmarks and responsibilities: The recipient agency is responsible for ensuring that contractors and subcontractors are aware of, and in compliance with, Section 3 requirements.

Ensuring Compliance and Meeting Numerical Benchmarks: Recipient agencies shall ensure compliance with Section 3 by assessing the hiring and subcontracting needs of contractors; regularly monitoring contractor compliance; assisting and actively cooperating with the Secretary of HUD in obtaining the compliance of contractors; penalizing non-compliance; providing incentives for good performance; and refraining from entering into contracts with any contractor that previously failed to comply with the requirements of Section 3.

Reporting Requirements: Recipient agencies must document all actions taken to comply with the requirements of Section 3 and report these activities either through the Section 3 Reporting tool (currently under development- a notice will be issued when it is authorized for use), for Public Housing financial assistance, or any reporting system designated by program areas overseeing other funding. HUD financial assistance recipients must maintain their own record keeping for Section 3 requirements while reporting tools are not yet available.

2. What are the reporting requirements for legacy contracts entered into under the old Part 135 rule?

On and after November 30, 2020, Section 3 regulations codified at 24 CFR Part 135 (the old rule) have not applied and will not apply to new grants, commitments, contracts, or projects.

Contracts executed or projects for which assistance or funds were committed prior to November 30, 2020 are still required to adhere to the requirements of the old rule. Recipients of such assistance or funds will still be expected to maintain records of Section 3 statutory, regulatory, and contractual compliance but will no longer be required to report Section 3 compliance to HUD in the decommissioned Section 3 Performance Evaluation And Registration System (SPEARS).

HUD does not require funding recipients to change or alter contracts that were in place prior to the new Section 3 requirements becoming effective on November 30, 2020.

3. What are the reporting requirements for Section 3 projects for which assistance or funds are committed during the transition period?

Projects for which assistance or funds are committed between November 30, 2020 and July 1, 2021 are subject to the new Section 3 regulations found in 24 CFR part 75, and HUD expects that funding recipients will begin following this final rule's requirements for new grants, commitments, and contracts. Recipients will be expected to maintain records of statutory, regulatory, and contractual compliance with Section 3 for these projects but will not be required to report to HUD on the requirements found in 24 CFR part 75.

During the transition period between November 30, 2020 and July 1, 2021, recipients are expected to plan and revise processes, systems, and documents to comply with the new rule's requirements. During this time, funding recipients are still required to comply with Section 3's statutory requirements by ensuring that, to the greatest extent feasible, recipients continue to direct economic opportunities generated by certain HUD financial assistance to low- and very low-income persons and businesses that provide economic opportunities to low- and very low-income persons.

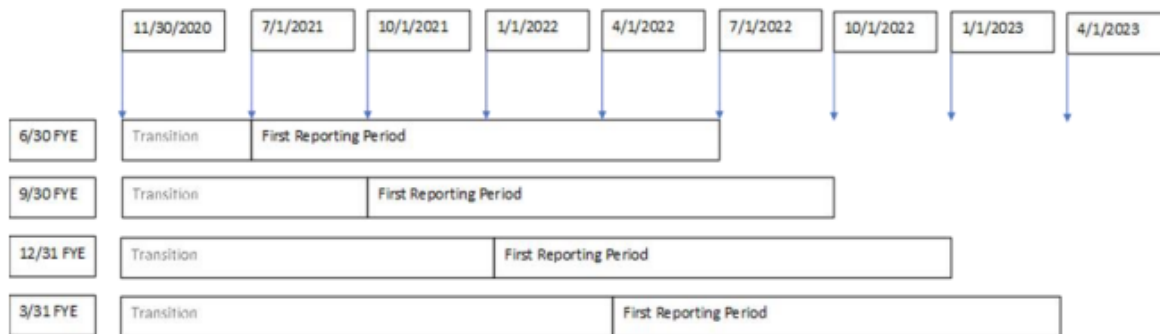
Recipients and employers should use this time to update policies and procedures for tracking labor hours and other requirements to ensure compliance with the new rules for projects for which funds are committed on or after July 1, 2021.

4. What is the reporting timeline for Public Housing Authorities and other recipients of public housing financial assistance?

As of November 30, 2020, PHAs' requirement to report their Section 3 activities and efforts starts 60 days after the end of their first fiscal year that begins after July 1, 2021. Please see the charts below for examples of PHA reporting schedules:

Fiscal Year End	New Reporting Period Begins	New Reporting Period Ends
6/30/21	7/1/21	6/30/22
9/30/21	10/1/21	9/30/22
12/31/21	1/1/22	12/13/22
3/31/22	4/1/22	3/31/23

Section 3 Transition



5. What are the reporting requirements for Public Housing Authorities and other recipients of public housing financial assistance during the transition period?

All recipients of public housing financial assistance are required to follow the new Section 3 regulations found in 24 CFR part 75 beginning on November 30, 2020, and HUD expects that funding recipients and employers will begin following this final rule's requirements for new grants, commitments, and contracts on and after this date. Recipients will be expected to maintain records of statutory, regulatory, and contractual compliance with Section 3.

The Section 3 Reporting System is not yet available. The Office of Public and Indian Housing will issue a [notice](#) when it is ready as they are the HUD office which monitors Section 3 compliance for Public Housing Authorities. The most recent guidance related to PHA reporting on Section 3 can be found in this [December 20, 2022 notice](#).

During the transition period between November 30, 2020 and a PHA or other recipient's required reporting start date, employers and grantees are expected to plan and revise processes, systems, and documents to comply with the new rule's requirements. During this time, PHAs and other recipients are still required to comply with Section 3's statutory requirements by ensuring that, to the greatest extent feasible, PHA's continue to direct economic opportunities generated by certain HUD financial assistance to low- and very low-income persons, tenants of public and assisted housing, and businesses that provide economic opportunities to low- and very low-income persons.

6. What are good strategies for targeting Section 3 workers and businesses?

In order to successfully target Section 3 workers and businesses for employment and contracting opportunities, recipients must establish and maintain an effective Section 3 program. HUD has found that hiring a Section 3 coordinator or assigning one individual the responsibility of coordinating all Section 3 related activities is instrumental in reaching Section 3's employment and contracting goals.

It is recommended that recipient agencies establish procedures to certify Section 3 workers and Section 3 business concerns for employment and contracting opportunities. Thereafter, they should maintain a list of eligible workers and businesses by skill, capacity or interest and contact them on a periodic basis when employment and contracting opportunities are available. Refer to the Section 3 regulations at 24 CFR § 75.15(b) and § 75.25(b) for a listing of qualitative efforts.

7. Are funds provided to recipients so that they can comply with the requirements of Section 3?

No. Funding has not been appropriated for Section 3 compliance. Section 3 requirements are only triggered when the normal expenditure of covered funds results in employment, training, or contracting opportunities.

8. Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3?

Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

9. Are recipients, developers, and contractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?

Recipients, developers, and contractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary employment opportunities. Benchmark goals include the calculation of all Section 3 worker and Targeted Section 3 Worker labor hours as a percentage of all labor hours worked on a project.

Recipients, developers, and contractors are encouraged to provide long-term employment to ensure that they meet the benchmark goals.

10. When might a recipient agency be exempt from the quantitative reporting requirements of Section 3?

A Small Public Housing Agency (less than 250 units) may elect to not report on labor hours. If the agency does elect not to report on labor hours, it is required to report solely on qualitative efforts as permitted in 24 CFR § 75.15(d).

11. Are recipients required to request developers or contractors to make payments into Section 3 training or implementation funds?

No. Recipients are not required to request contractors to make payments into a fund.

V. SECTION 3 CERTIFICATION:

1. How can a prospective Section 3 worker or business concern certify that they meet the eligibility requirements?

The individual or business must contact the agency or developer from which they are seeking employment or contracting opportunities (e.g., the PHA, city, or local government). They should identify themselves as a Section 3 worker, Targeted Section 3 worker, or Section 3 business concern and provide whatever documentation that the recipient agency requires under their certification procedures. Prospective Section 3 workers and business concerns may self-certify that they meet the requirements as defined in the regulations. HUD recipients, contractors and subcontractors may also establish their own system to certify Section 3 workers and business concerns.

2. What documentation must be maintained by HUD recipients, subrecipients, contractors, and/or subcontractors certifying that low- and very-low individuals and business concerns meet the regulatory definitions under Section 3?

There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:

For a worker to qualify as a *Section 3 worker*, one of the following must be maintained:

- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- (v) An employer's certification that the worker is employed by a Section 3 business concern.

For a worker to qualify as a *Targeted Section 3 worker*, one of the following must be maintained:

For Public Housing Financial Assistance projects:

- (i) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (ii) Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

- (iii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iv) A worker's certification that the worker is a YouthBuild participant.

For Housing and Community Development Financial Assistance projects:

- (i) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- (ii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iii) A worker's self-certification that the worker is a YouthBuild participant.

The documentation must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR § 200.334, Retention Requirements for Records (www.ecfr.gov/cgi-bin/retrieveECFR?n=se2.1.200_1334), which provides for retaining records for at least three years, as described in detail in that regulation.

A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

3. What are examples of acceptable evidence to determine eligibility as a Section 3 worker?

HUD does not prescribe that any specific forms of evidence to establish Section 3 eligibility. Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing project; or
- Evidence of participation in the YouthBuild program.

4. What are examples of acceptable evidence for determining eligibility as a Section 3 business concern?

HUD does not prescribe that any specific forms of evidence be required to establish Section 3 eligibility. The business seeking the preference must be able to demonstrate that they meet one of the following criteria:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

5. Are all public housing residents considered Section 3 workers regardless of their income?

No. To qualify as a Section 3 Worker, an individual must meet one of the following criteria:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

6. Does qualifying as a Section 3 businesses mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price?

No. As provided in 2 CFR 200.318, contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. In order to meet the requirements of Section 3 and Federal and state procurement laws, recipient agencies must develop procedures that are consistent with all applicable regulations.

7. Does a business have to be incorporated to be considered a Section 3 eligible business?

No. A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

VI. ECONOMIC OPPORTUNITIES NUMERICAL BENCHMARKS:

1. How can low- and very low-income persons and businesses locate recipient agencies that are required to comply with Section 3 in their area?

To find local recipients' agencies, Section 3 residents or businesses should contact their local HUD office. To find your closest office, visit: www.hud.gov/localoffices.

2. How can I find Section 3 business concerns in my area?

The Section 3 Business Registry is unavailable. One may use [the Small Business Administration's Dynamic Small Business Search](#) to find nearby small businesses. Please contact your [local HUD field office](#) for possible local business registries and the most recent list of Section 3 registered businesses, dated August 28, 2023.

3. Do the benchmark requirements only count toward new hires?

No, the rule does not apply to only new hires, but if someone is currently on staff and qualifies as a Section 3 resident under 24 CFR part 135, they will need to re-certify as either a Section 3 worker or Targeted Section 3 worker under 24 CFR part 75.

4. Should PHA's report on staff hours?

Yes, but not all PHA staff qualify as Section 3 workers. Only PHA staff that meet the definition of a Section 3 worker or Targeted Section 3 worker would qualify to be counted toward total

Section 3 or Targeted Section 3 labor hours. Once a PHA determines that a Section 3 worker or Targeted Section 3 worker is hired or currently employed, the PHA would just report those hours as the numerator over the total labor hours funded with public housing financial assistance as the denominator.

5. What category of PHA Staff should be included?

Both salaried and hourly workers need to be reported. There is a limited good faith assessment exception for PHAs and other recipient employers of hourly and salaried workers that are not subject to requirements specifying time and attendance reporting and do not have systems already in place to track labor hours. This exception is to address employers that do not already track labor hours without making changes in time and attendance or payroll.

6. Are recipient agencies required to meet the Section 3 benchmarks, or are they optional?

The Section 3 benchmarks are minimum targets that must be reached in order for the Department to consider a recipient in compliance. Recipient agencies are required to make best efforts, or to the greatest extent feasible, to achieve the benchmarks required for the number of labor hours performed by both Section 3 workers and Targeted Section 3 workers. If an agency fails to fully meet the Section 3 benchmarks, they must adequately document the efforts taken to meet the numerical goals (see Question #9 for a discussion of safe harbor.)

7. Will there be changes to the benchmark requirements?

The Secretary of Housing and Urban Development is required in the Benchmark Notice published in the Federal Register to review and update the Benchmarks by Federal Register notice no less frequently than once every three years.

8. What is considered "other" public construction?

Other public construction includes infrastructure work, such as extending water and sewage lines, sidewalk repairs, site preparation, and installing conduits for utility services.

9. What is the meaning of the safe harbor determination?

Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

VII. SECTION 3 COMPLAINTS:**1. How should complaints be made?**

Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

2. Where else can I file complaints alleging denied employment and contracting opportunities?

You may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about your rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

SECTION 00 1022

**CERTIFICATION OF PRIME CONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

**Fletcher Technical Community College
Aviation Maintenance – Hangar A & B Improvements**

Name of Prime Contractor

Project Name

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the Contract;
- b) To the greatest extent feasible economic opportunities, most importantly employment, generated by this project shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of *[insert grantee]*.
- c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Typed Name and Title of
Authorized Representative

Company (Prime Contractor)

Signature of Authorized
Representative

Date

SECTION 00 1023

**CERTIFICATION OF SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

**Fletcher Technical Community College
Aviation Maintenance – Hangar A & B Improvements**

Name of Subcontractor

Project Name

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the Contract;
- b) To the greatest extent feasible economic opportunities, most importantly employment, generated by this project shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of _____ *[insert grantee]*.
- c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Typed Name and Title of
Authorized Representative

Company (Prime Contractor)

Signature of Authorized
Representative

Date

SECTION 00 1024**CONTRACTOR SECTION 3 PLAN**

**Fletcher Technical Community College
Aviation Maintenance – Hangar A & B Improvements**

[Name of Contractor], Contractor, agrees to ensure, to the greatest extent feasible, that economic opportunities, most importantly employment, generated by CDBG financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the CDBG financial assistance is spent.

Goals

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the Contractor agrees to comply with the employment and training, and contract prioritization efforts of 24 CFR 75.19. The goals of this Plan are, where feasible, to:

- Provide employment opportunities and training to Section 3 workers, participants in YouthBuild programs.
- Provide contacting opportunities to qualified Section 3 business concerns.
- Give priority for employment opportunities and training to Section 3 workers residing within the service area of the project and participants in YouthBuild Programs.

On this project, the Contractor and its subcontractors will collectively strive to meet the following Section 3 minimum labor hour benchmarks:

<u>Labor Hour Standard</u>	<u>Ratio Formula</u>	<u>Minimum %</u>
Section 3 Workers	Section 3 Worker Hours ÷ Total Labor Hours	25%
Targeted Section 3 Workers	Targeted Section 3 Worker Hours ÷ Total Labor Hours	5%

Reporting

To document the Contractor's and subcontractor's efforts to achieve the benchmarks and comply with the reporting requirements set forth in 24 CFR 75.25(a), the Contractor and its subcontractors will complete and submit the following certifications and reports¹ as applicable:

- Section 3 Employee Data Form and Self-Certification.
- Section 3 Business Concern Contractor/Subcontractor Certification.
- Section 3 Activity and Good Faith Efforts Report (quarterly).
- Section 3 Employee Roster-Job specific
- Section 3 Utilization Report (final)

Contract Provisions

In compliance with 24 CFR 75.27, the Contractor will include contract provisions in all subcontract agreements that require the subcontractor to meet the requirements of 24 CFR 75.19 as outlined above.

The undersigned declares that the Contractor agrees to implement this Section 3 Plan for the above-named Section 3 covered project.

Printed Name and Title

Authorized Signature

Date

¹ The Contractor may substitute an internal computer-generated employee registry in lieu of completing a specific form or report provided it includes the worker's name, worker's address, employer, hours worked and indicates Section 3/targeted Section 3 Status.

SECTION 00 1025

SECTION 3 WORKER SELF CERTIFICATION

**Fletcher Technical Community College
Aviation Maintenance – Hangar A & B Improvements**

To be completed by Employee:

Employee General Information

1. Name of Employer _____
2. Name of Employee _____
3. Street Address of Employee _____
4. City and Zip Code of Employee _____
5. Phone Number and Email _____
6. Date of Employment _____

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, any United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

SECTION 3 WORKER QUALIFICATIONS

To qualify as a Section 3 Worker, you must meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business Concern.

• Income for the previous calendar year is below the income limit* • A participant in a means-tested program such as public housing or Section 8-assisted housing • A YouthBuild Participant*	Income limit \$XX,XXX
---	--------------------------

* Currently or at the time of hire if hired within the past 5 years

Income Limit is the HUD 80% One Person Income Limit for Parish for which employee resides.
Income limits may be obtained at: [Income Limits | HUD USER](#)

☐ I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

TARGETED SECTION 3 WORKER QUALIFICATIONS

If applicable, please indicate which requirement you meet to be considered a Targeted Section 3 worker in the box below. If you select "Living within the service area or neighborhood of the project," that selection will have to be confirmed by your employer. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

- | | |
|--------------------------|---|
| ☐ | Living within the service area or neighborhood of the project (requires employer confirmation)* |
| ☐ | YouthBuild participant* |

*Currently or at the time of hire if hired within the past 5 years

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

- ☐ In addition to qualifying as a Section 3 Worker, I meet at least one of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 24 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

SECTION 00 1026

SECTION 3 WORKER EMPLOYER CERTIFICATION FORM

**Fletcher Technical Community College
Aviation Maintenance – Hangar A & B**

To be completed by Employer:

A. Employer General Information

1. Name of Employer _____
2. Street Address of Employer _____
3. City and Zip Code of Employer _____
4. Phone Number and Email _____

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

B. Employee General Information

1. Name of Employee _____
2. Street Address of Employee _____
3. City and Zip Code of Employee _____
4. Phone Number and Email _____

SECTION 3 WORKER AND TARGETED SECTION 3 WORKER QUALIFICATIONS

Please indicate which of the following is true for the worker listed above: (Select ALL that apply)

☐ Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis*	Income Limit \$XX,XXX
☐ Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)	
☐ Worker's residence is within the service area or neighborhood of the project *	

*Currently or at the time of hire if hired within the past 5 years

Income Limit is the HUD 80% One Person Income Limit for Parish for which employee resides. Income limits may be obtained at: [Income Limits](#) | [HUD USER](#)

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Employer Signature

Date

SECTION 00 1027

SECTION 3 BUSINESS CONCERN CONTRACTOR/SUBCONTRACTOR CERTIFICATION
--

**Fletcher Technical Community College
Aviation Maintenance – Hangar A & B**

Name of Business: _____

Name of Business Owner: _____

Address of Business: _____

Phone Number: _____

Email Address: _____

Type of Business: ____ Corporation ____ Partnership ____ Sole Proprietorship ____ Joint Venture

The undersigned hereby certifies that **(select any that apply):**

- _____ The business is at least 51% owned and controlled by low or very low income persons; **or**
- _____ Over 75% of the labor hours performed for the business over the previous 3 month period are performed by Section 3 workers; **or**
- _____ The business is at least 51% owned and controlled by current resident of public housing or Section 8 assisted housing.

Business Concern Affirmation

I affirm and certify that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that all information provided is correct to the best of my knowledge.

 Name & Title of Company Representative (Print or Type)

 Signature

 Date
FOR ADMINISTRATIVE USE ONLY

Qualifies as Section 3 Business Concern: _____ Yes

_____ No

By: _____

Date: _____

*This certification expires six (6) months after date of signature.

SECTION 00 1028

SECTION 3 ACTIVITY AND GOOD FAITH EFFORTS MONTHLY REPORT

**Fletcher Technical Community College
Aviation Maintenance – Hangar A & B**

General Contractor: _____

Subcontractor (If applicable): _____

Reporting Period: _____

Report Type: Monthly

Contractors are required to submit monthly activity reports to grantee's Section 3 Coordinator _____ [Coordinator's email address] by the ____ day of each month.

Contractor Section 3 Point of Contact: _____

Phone: _____ **Email:** _____

Section 3 Goals

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires recipients of certain HUD financial assistance to provide job training, employment, and contracting, to the greatest extent feasible, for low- or very low-income residents in connection with projects and activities in their neighborhoods. Section 3 is race and gender-neutral and is NOT the same as WBE/MBE.

Projects over \$200,000 trigger Section 3. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 residents and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project worked by Targeted Section 3 workers.

Programmatic Responsibilities

Contractors and/or Subcontractors are expected to meet the minimum goals listed above, to the greatest extent feasible. All efforts to utilize Section 3 businesses and workers should be documented.

PART 1: SECTION 3 COMPLIANCE (See Sample Labor Hour Tracker for example of information to be compiled for reporting – Page 6 of 7)

I. SECTION 3 HOURS WORKED – *Report the number of Section 3 hours for this reporting period.*

A. Total hours worked this period by all workers	B. Number of Section 3 hours worked this period	% Section 3 hours (Divide column B by column A)

II. TARGETED SECTION 3 HOURS WORKED – *Report the number of targeted Section 3 hours for this reporting period*

A. Total hours worked this period by all workers	B. Number of targeted Section 3 hours worked this period	% Targeted Section 3 hours (Divide column B by column A)

PART 2: SUBCONTRACTOR INFORMATION

- ☐ This project WILL NOT utilize subcontractors.
- ☐ This project MAY utilize the following subcontractors:

No.	Sect3 Bus.	Subcontractor Name	Subcontractor Address and Phone Number	Trade	Subcontract Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					

(Reporting and Compliance Form)**PART 3: PERMANENT EMPLOYEES (On This Project Only)**

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on Section 001020 – Certification of Prime Contractor Regarding Section 3 and Segregated Facilities, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					

(Reporting and Compliance Form)**PART 4: DOCUMENTATION OF QUALITATIVE EFFORTS**

Describe efforts to provide Sec 3 Workers and Section 3 Business Concerns with first consideration for employment and contracting opportunities, and all outreach activities performed. If no activity, explain why*

1. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

Attach supporting documentation such as:

- Copies of all publications, notices, pictures of posted notices, and other outreach materials.
- List of all Section 3 workers that responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.

2. Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Attach supporting documentation such as:

- Section 3 Business List used in any solicitation.
- List of Section 3 business included in any solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

(Reporting and Compliance Form)

3. Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples. Attach all applicable supporting documentation.

4. If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

Examples of Qualitative Efforts

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provide training or apprenticeship opportunities
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Assist or connect Section 3 workers with drafting resumes, preparing for interviews, and finding job opportunities
- Hold one or more job fairs
- Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
- Provide assistance to apply for or attend community college, a four-year educational institution, or vocational/technical training
- Help Section 3 workers to obtain financial literacy training and/or coaching
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts
- Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Promote use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

I declare that all statements contained in this report and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.

Typed/Printed Name and Title of Company Representative

Signature of Company Representative

Date

(Sample)

PR #5

SECTION 00 1029**SECTION 3 UTILIZATION FINAL REPORT**

**Fletcher Technical Community College
Aviation Maintenance - Hangar A & B Improvements**

(To Be Completed By the Prime Contractor and Include Data for All Sub-Contractors and Submitted to Owner and Owner's Grant Manager)

☐ Within Ten (10) Days of Bid ☐ After Substantial Completion

A. Section 3 Employee Labor Information

1. Total number of Labor Hours on the project: _____

2. Total number of Section 3 Labor Hours on the project: _____

Percent of Total Labor Hours: _____

3. Total number of Targeted Section 3 Labor Hour on the project: _____

Percent of Total Labor Hours: _____

4. Section 3 Employees Utilized on the Project by Prime Contractor *(attach additional sheet(s) if necessary)*:

Number	Wage Rate	Position	Description
_____	_____	_____	_____
_____	_____	_____	_____

5. Section 3 Employees Utilized on the Project by Subcontractors *(attach additional sheet(s) if necessary)*:

Number	Wage Rate	Position	Description
_____	_____	_____	_____
_____	_____	_____	_____

6. Total Number of Section 3 Employees Utilized on Project: _____

7. Names of all subcontractors *(attach additional sheet(s) if necessary)*:

B. Certification of Prime Contractor

General Contractor: _____

Address: _____

Phone: _____

As an officer and representative of the Company, I hereby certify that the above information is true and accurate and is reported fully for this construction project. It is understood final payment from the Owner for this project cannot be made until this report is submitted to the owner or authorized designee.

Name & Title of Company Representative (Print or Type)

Signature

Date

(Reporting and Compliance Form)**DIRECTIONS FOR COMPLETION OF SECTION 3 UTILIZATION REPORT**

1. Determine the level of Section 3 participation in the construction project.
 - a) All employees of the Prime Contractor and all subcontractors must fill out an Employee Information Form, to be retained by the Prime Contractor with copies submitted to the Owner's Compliance Officer. All new hires during the construction project must also complete the Employee Information Form.
 - b) Distribute copies of the Employee Information Form to **all** subcontractors you engage for the project, for completion by all employees to be submitted to the prime for retention, with copies submitted to the Owner's Compliance Officer.
 - c) Determine Section 3 eligibility for all employees in order to track labor hours performed (tracking spreadsheet provided separately)
2. Complete **(A) Section 3 Employee Information** area of the report.
 - a) Enter the total number of labor hours on the project on Line 2.
 - b) Enter the number of labor hours for Section 3 Workers, on Line 3; calculate the percentage (Line 2 divided by Line 3)
 - c) Enter the number of labor hours for Targeted Section 3 Workers on Line 4; calculate the percentage (Line 2 divided by Line 4)
 - d) Enter number of Section 3 Employees utilized by Prime Contractor on Line 5
 - e) Enter number of Section 3 Employees utilized by subcontractors on Line 6
 - f) Enter total number Section 3 Employees utilized on the project on Line 7 (Line 5 + Line 6)
 - g) List all subcontractors on Line 8 (insert additional pages as needed)
3. Complete **(B) Certification by Prime Contractor** section of the report
 - a) List name, address, and telephone of your company (prime contractor)
 - b) Print or type the name and title of authorized company representative
 - c) Have authorized company representative sign and date the Report

Important Reminder

Final payment of retainage funds will not be made until Section 3 Utilization Report is submitted to the Owner or Owner's Compliance Officer.

SECTION 00 1030

ATTESTATIONS AFFIDAVIT

**Fletcher Technical Community College
Aviation Maintenance – Hangar A & B Improvements**

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. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- 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.

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.

LA R.S. 38:2216.1 PROHIBITION OF CONTRACTS WITH COMPAINIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

- A. R.S. 38:2216.1 prohibits public entities from entering into or renewing contracts valued at \$100,000 or more, funded primarily with public money, with for-profit companies of fifty or more employees that discriminate against firearm entities or firearm trade associations.
- B. By signing this bid/proposal, Affiant certifies:
 - (1) Affiant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association.
 - (2) Affiant will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER

WITNESSES:

Sworn to and subscribed before me this _____ day of _____, 202__

Notary Public

LA R.S. 38:2224 CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

BE IT KNOWN, that on this _____ day of _____, 20_____, before me the undersigned Notary Public, duly commissioned and qualified, within and for the Parish of _____, State of Louisiana, personally came and appeared _____, as the duly authorized agent of _____, who after being by me first duly sworn, did depose and say:

That _____ has/have been selected as Contractor for the
PROJECT NAME: _____

and 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 or their duties for affiant; and

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.

APPEARER FURTHER DECLARES, that they will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Statutes, and particularly Section 2224, as amended, of such Title 38 of the Louisiana Revised Statutes.

WITNESSES:

_____ BY: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public

SECTION 00 1031

PROJECT SIGN

PART 1 - GENERAL

1.1 Scope: This Section covers the construction and installation of a project sign as detailed on the Drawings.

1.2 General: Immediately upon beginning work under this contract, the CONTRACTOR shall accomplish the work covered under this section. Location of the project sign shall be as determined by the OWNER at the pre-construction conference.

1.3 Other Signs: No other signs are allowed, except those required by law.

1.4 Submittal Review: *As part of the submittal review process the wording and sign logos layout is to be forwarded to the OCD Project Manager for approval.*

PART 2 - PRODUCTS

2.1 Plywood: The sign shall be constructed of 1/2 inch thick, grade A-C, exterior type plywood.

2.2 Paint: The signs shall receive two (2) coats of an approved semi-gloss, exterior type enamel, colors as shown on the Drawings. Lettering shall be as shown on the Drawings and shall be white, black or brown semi-gloss, exterior type enamel.

PART 3 - EXECUTION

3.1 General:

- A. The sign shall be constructed by skilled craftsmen, experienced in carpentry and painting.
- B. Sign posts, structure, lettering and dimensions shall be in accordance with details contained herein.
- C. The sign shall be installed at the beginning of the project and removed at the completion of the project.
- D. The location of the sign shall be selected by the ENGINEER.

3.2 Maintenance: Maintain signs and supports in a neat, clean condition; repair damages to structures, framing or sign.

3.3 Removal: Remove signs, framing, supports and foundations at completion of project.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Method of Measurement and Payment: This work will not be measured for payment. The cost of this work shall be included in other items to which it is subsidiary.

- END OF SECTION -

Administered through:



Louisiana Department of Transportation and Infrastructure
Office of Community Development -
Transportation

This project is funded by
Community Development Block
Grant - Disaster Recovery Funds

2'-6"

4'-0"

4'-0"

Resilient Communities Infrastructure Program

Project Name

PARISH PRESIDENT/
MAYOR

PARISH POLICE JURY/
COUNCIL

GOVERNOR
Jeff Landry

COMMISSIONER
Taylor Barras

REPRESENTATIVE

SENATOR

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

COBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

LOCDDR.LA.GOV

2'-6"

4'-0"

4'-0"

Administered through:



This project is funded by
Community Development Block
Grant Disaster Recovery funds.

Resilient Communities Infrastructure Program

Project Name

CDBG-DR FUNDS: _____

OTHER FUNDS: _____

TOTAL: _____

PARISH PRESIDENT/ PARISH POLICE JURY/

MAYOR

COUNCIL

GOVERNOR

Jeff Landry

REPRESENTATIVE

COMMISSIONER

Taylor Barras

SENATOR

LOCDDR.LA.GOV

SECTION 011100 – SUMMARY OF WORK

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. THE PROJECT: Aviation Maintenance – Hangar A & B Improvements
- B. PROJECT LOCATION: 200 Aviation Road, Houma LA 70363
- C. OWNER: Fletcher Technical Community College
- D. PROJECT COMPONENTS:
 - 1. The project includes scope of work includes, but not limited to; painting, flooring, electrical, plumbing, and signage improvements to two existing hangars for Fletcher Technical Community College.

1.2 CONTRACT DESCRIPTION

- A. Perform Work of Contract with the Owner in accordance with the Contract.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- C. Project will be constructed under a single general construction contract.
- D. The contractor is responsible for familiarizing himself with the contract documents.
- E. The Contract Documents consist of the Owner-Contractor Agreement, the General Conditions of the Contract, the drawings, the specifications and all addenda issued prior to and all modifications issued after execution of the Contract. A modification is either a written amendment to the Contract signed by both parties, a change order, a written interpretation issued by an Architect or other authorized representative of the Owner, or a written order for a minor (no cost) change to the work issued by the Owner's representative.

1.3 THE CONTRACT AND USE OF SITE

- A. General Contractor Use of Premises:
 - 1. Confine operations at site to areas permitted by:
 - a. Law
 - b. Ordinances
 - c. The Contract Documents
 - 2. Do not unreasonably encumber site with materials or equipment. Contractor shall have limited use of premises for construction operations, as indicated on the Drawings by the contract limits. Contractor's use of premises is also limited by Owner's right to perform work or to retain other contractors on portions of Project as well as the following condition:
 - a. **Because the construction of this project will be occurring on campus during a time when the school is operational, the contractor will be required to coordinate construction phasing with the owner in order to maintain the availability of the current facilities to the greatest extent possible.**

3. Assume full responsibility for protection and safekeeping of products stored on premises.
4. Obtain and pay for use of additional storage or work areas as needed for operations.
5. General Contractor shall establish secured staging area for work and coordinate and provide for safe passage and exit from building areas during construction.
6. General Contractor shall coordinate all construction activities with Owner.
7. Owner reserves the right to perform construction operations with its own forces or to employ separate Contractors on portions of the Project. General Contractor shall coordinate with this work in terms of providing site access, work space, and storage space, cooperation of work forces, scheduling, and technical requirements.
8. Coordinate all utility shutdowns with Owner and, as required, with local utility companies, one week prior to commencement of shutdown.
9. The Contractor shall verify all grades, levels, conditions and dimensions and shall make all necessary measurements at the job site. No extra charge will be allowed because of differences between actual measurements and the dimensions indicated on the drawings. Any difference noted shall be reported to the Owner for consideration before proceeding with the Work.

B. Owner Occupancy:

1. Full Owner Occupancy: Owner will occupy campus buildings and streets adjacent to the site during entire construction period. Cooperate with owner during construction operations to minimize conflicts and facilitate owner usage. Perform the work so as not to interfere with owner's day to day operations. Maintain existing exits, for emergency use unless otherwise indicated.
 - a. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of the project site beyond areas in which the work is indicated.
 - 1 Limits: Confine construction operations to the limits of the property lines. Areas of the site not within the limits of construction shall be maintained in "as is" condition.
 - 2 Owner Occupancy: Streets and parking areas adjacent to the site shall be maintained for use by the Owner and students.
 - 3 Entrances: Keep entrances serving premises clear and available.
 - 4 Deliveries: Contractor shall receive all deliveries in one location to minimize disruption of travel on adjacent streets.
 - b. Maintain access to existing walkways, corridors, stairs, and other adjacent occupied or used facilities. Do not close or obstruct without written permission from Owner and authorities having jurisdiction. Each exit must be available for emergency use at all times.
2. Partial Owner Occupancy: Only at the approval of the Program Manager.
3. A Certificate of Substantial Completion will be executed in accordance with conditions of the Contract.
4. General Contractor shall obtain a Certificate of Occupancy from the State Fire Marshal and local authority having jurisdiction prior to Owner occupancy.
5. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operation and maintenance of mechanical and electrical systems in occupied portions of the building.
6. Prior to partial Owner occupancy, emergency and life safety systems shall be fully operational. Emergency and life safety systems include, but are not limited to, fire sprinkler systems, fire alarm systems, and emergency egress devices. For

emergency exiting purposes, the path of travel shall be clearly delineated and functional. If required, temporary barricades shall separate on-going construction from occupied spaces as allowed by the governing agency holding jurisdiction over the Project. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operation and maintenance of emergency and life safety systems in occupied portions of the building.

7. Training: Refer to Section 01 77 00 – Project Closeout.

C. Owner-Furnished Items:

1. The Owner will provide items to the General Contractor for installation by the General Contractor in accordance with manufacturer's recommendations and instructions.
2. The Owner will arrange and pay for delivery of Owner-furnished items in accordance with the Construction Schedule, and will inspect deliveries for damage.
3. If Owner-furnished items are damaged, defective or missing, through no fault of the General Contractor, the Owner will arrange for replacement.
4. The General Contractor is responsible for designating the delivery dates of Owner-furnished items in the Construction Schedule and for receiving, unloading and handling Owner-furnished items at the site for installation by the General Contractor. The General Contractor is responsible for protecting Owner-furnished items from damage, including damage from exposure to elements, and to repair or replace items damaged as a result of his operations.

D. Coordination with Owner's Forces or Owner's Contractors:

1. Provide site access, space allocation, scheduling, scheduling coordination, coordination of work forces and coordination of technical requirements with Contractors that may be selected and employed by Owner to perform work simultaneously and in conjunction with the Work, which may include, but shall not be limited to the following, as applicable to the Project:
 - a. Furniture Installer
 - b. Other subcontractors such as flooring installers and painters.

1.4 PROTECTION OF EXISTING PROPERTY

- A. General Contractor shall provide and maintain adequate protection of all Owners' existing property during duration of Project.
- B. General Contractor shall verify location of all existing underground utilities and pipelines on site of such pipelines and authorities having jurisdiction and shall provide and maintain adequate protection of all such pipelines during duration of Project.

1.5 WORK UNDER OWNER'S DESIGNATED SUBCONTRACTOR

- A. General: Fire alarm work must be expanded by Owner's present subcontractor.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 32-division format and CSI/CSC's "MasterFormat" numbering system.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS

2.1 OWNER FURNISHED ITEMS

- A. The Owner will furnish and the General Contractor will accept shipment, protect from damage and install any items indicated in the contract documents to be owner provided and contractor installed.

PART 3 - EXECUTION

- A. The Contractor shall receive, unload, store, and install the owner-furnished items in accordance with the manufacturer's recommendation. Owner-furnished items received and accepted by the Contractor become the Contractor's responsibility. Any damage to the owner-furnished items shall be repaired or replaced at the owner's option by the Contractor without an increase in time or cost.

3.1 CONSTRUCTION SCHEDULE

- A. Refer to Section 01 32 16 for other scheduling requirements

END OF SECTION

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

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

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. **Alternate No. 1: New overhead crane in Hangar B.**

1. Description: Add alternate for new 5-ton overhead crane in Hangar B. Alternate cost shall include all cost associated with the overhead crane including: delegated design, electrical cost, material, labor, shipping, applicable taxes, and testing.

B. **Alternate No. 2: New aluminum walkway canopy on the north side of Hangar A per Sheets A100, A400, and A500.**

1. Description: Add alternate for new aluminum walkway canopy to include all related demolition scope, concrete, shop drawings, fabrication, shipping, and erection to comply aluminum walkway canopy.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Section:
 - 1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 SUBMITTALS

- A. Substitution Requests: Submit four copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Contractor's option.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's

letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

- k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution will not adversely affect Contractor's construction schedule.
 - c. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - d. Requested substitution is compatible with other portions of the Work.
 - e. Requested substitution has been coordinated with other portions of the Work.
 - f. Requested substitution provides specified warranty.
 - g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.4 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

1.5 CHANGE ORDER PROCEDURES

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

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets and Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than ten days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Submit draft of AIA Document G703 Continuation Sheets.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 - 7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 - 8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

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

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit five (5) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Schedule of unit prices.
 5. Submittals Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.

- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document G707, "Consent of Surety to Final Payment."
 - 7. Evidence that claims have been settled.
 - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 - 9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Project meetings.
- B. See Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Project closeout activities.
 - 7. Startup and adjustment of systems.
 - 8. Project closeout activities.

1.3 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
 3. Number of Copies: Submit three opaque copies of each submittal. Architect will return one copy.
 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.4 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within seven days of the meeting.
- B. Preconstruction Conference: Architect will schedule a preconstruction conference before starting construction, at a time convenient to all parties, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for requests for interpretations (RFIs).
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.

- j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises and existing building.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.
 - w. Working hours.
3. Minutes: Architect will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Requests for interpretations (RFIs).
 - 16) Status of proposal requests.
 - 17) Pending changes.

- 18) Status of Change Orders.
- 19) Pending claims and disputes.
- 20) Documentation of information for payment requests.
- 3. Minutes: Architect will record and distribute to Contractor the meeting minutes.
- 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013119 – PROJECT MEETINGS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

- A. The General Contractor's:
 - 1. Scheduling of each meeting (pre-construction meeting, periodic project meetings, and specialty called meetings throughout the progress of the Work).
 - 2. Preparation of agenda for meetings.
 - 3. Presiding at minutes, including all significant proceedings and decisions.
 - 4. Recording, reproducing, and distributing copies of meeting minutes within two (2) working days, excluding weekends and holidays, after each meeting to:
 - a. All participants in the meeting.
 - b. All parties affected by decisions made at the meeting.
 - 5. Providing status report of allowance funds.
 - 6. Making physical arrangement for meetings.
 - 7. Participation in all meetings and conferences.
 - 8. Scheduling attendance of Job Superintendent, Project Coordinator, and other parties affecting or affected by decisions made at meetings and conferences as their interests require.
 - 9. Scheduling Pre-installation conferences.
 - 10. Scheduling Pre-Closeout Meeting
 - 11. Providing updated schedules.
 - 12. Providing status reports/logs of CPRs, MCs, RFI logs and shop drawings/submittals.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION CONFERENCE

- A. General Contractor shall contact Project Manager at least ten (10) days prior to commencing construction in order for Project Manager to schedule a pre-construction meeting with General Contractor, Project Manager, and Owner. This meeting must occur prior to commencement of any construction.
- B. Project Manager will:
 - 1. Administer pre-construction conference for the establishment of communication methods, procedures and Owner requirements.
 - 2. Administer site mobilization conference for clarification of Owner and General Contractor.

- C. Location: At existing campus. Room location shall be coordinated by the Owner.
- D. Attendance:
 - 1. General Contractor
 - 2. Job Superintendent
 - 3. Project Coordinator (Manager)
 - 4. Owner or Owner's Representative
 - 5. Subcontractors
 - 6. Suppliers
 - 7. Architect
 - 8. Architect's Field Representative
 - 9. Consultants as needed
 - 10. Others as appropriate
- E. Meeting Agenda, may include, but is not limited to:
 - 1. Discussion on major subcontracts and suppliers and projected construction schedules.
 - 2. Critical work sequencing.
 - 3. Major equipment deliveries and priorities. Discussion of long lead time items.
 - 4. Project coordination and designation of responsible personnel.
 - 5. Procedures and processing of field decisions, proposal requests, submittals, minor changes, change orders and applications for payment.
 - 6. Method of distribution of CONTRACT Documents.
 - 7. Procedures for maintaining Record Documents.
 - 8. Use of premises, office work and storage areas, on-site parking, and Owner's requirements.
 - 9. Construction facilities and temporary utilities.
 - 10. Housekeeping procedures.
 - 11. Mockup requirements shown in Section 01 45 00 – 1.7.
- F. Items to be submitted (by GC or DB) at the Pre-Construction Meeting:
 - 1. Submittal Schedule
 - 2. Schedule of Values
 - 3. Project Schedule
 - 4. List of Subcontractors and Suppliers
 - 5. Emergency Contact List

3.2 PROGRESS MEETINGS & MONTHLY MEETINGS

- A. General Contractor will:
 - 1. Schedule project meetings throughout progress of the work at intervals as determined by the Project Manager, and specially called meetings.
 - 2. Set agenda and administer said meetings.
 - 3. Preside at meetings.
 - 4. Record meeting minutes, including all significant proceedings and decisions.
 - 5. Reproduce and distribute copies of meeting minutes within two (2) working days, excluding weekends and holidays, after each meeting to: a. All participants in the meeting.

- b. All parties affected by decisions made at the meeting.
 - 6. Action item log and Observation Report
- B. General Contractor shall:
 - 1. Make physical arrangements for meetings.
- C. Attendance:
 - 1. General Contractor (required at all Monthly Meetings)
 - 2. Job Superintendent
 - 3. Project Coordinator (Manager)
 - 4. Owner or Owner's Representative
 - 5. Major subcontractors
 - 6. Major suppliers
 - 7. Architect (required at all Monthly Meetings)
 - 8. Architect's Field Representative
 - 9. Consultants (required at all Monthly Meetings)
 - 10. Others as appropriate
- D. Meeting Agenda, may include, but is not limited to:
 - 1. Review and approval of minutes of previous meeting.
 - 2. Review of Work progress since previous meeting.
 - 3. Field observations, problems, and conflicts.
 - 4. Review of off-site fabrication and delivery schedules.
 - 5. Corrective measures and procedures to regain projected schedule.
 - 6. Revisions to Construction Schedule.
 - 7. Action item log.
 - 8. Plan progress and schedule during succeeding work period.
 - 9. Coordination of schedules.
 - 10. Review submittal schedules and expedite as required.
 - 11. Maintenance of quality standards.
 - 12. Allowance balances.
 - 13. Review of proposed changes and substitutions for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other contracts of the Project.
 - 14. Status of Allowance Expenditure Authorizations (AEAs).
 - 15. Status of Change Proposal Requests (CPRs).
 - 16. Status of Minor Changes (MCs).
 - 17. Status of submittals, review of submittal log.
 - 18. Other items and critical issues affecting Work.

3.3 PRE-INSTALLATION CONFERENCES

- A. In accordance with the requirements of Section 01 31 13, Project Coordination, the General Contractor will convene pre-installation conferences when required by individual specification Sections or as required by the Project Manager, prior to the General Contractor commencing Work of the Section.

- B. Roofing Pre-Installation and Pre-Application Meeting shall be required. These are two (2) separate meetings requiring attendance by the certified technician/contractor installing the roofing and the roofing manufacturers Project Manager. The Roofing Pre-Installation Meeting shall occur upon completion of roofing submittal reviews, and prior to ordering any roofing related materials. The Roofing Pre-Application Meeting shall occur once materials are onsite, but prior to installation of roofing. The Owner's Project Manager will provide the agenda for the meetings.
- C. Attendance, optional:
 - 1. Owner or Owner's Representative
 - 2. Architect's Project Manager (Project Executive)
- D. Attendance, required:
 - 1. Project Superintendent
 - 2. General Contractor
 - 3. Project Coordinator (Manager)
 - 4. Architect's Field Representative
 - 5. Sub-contractor's Project Manager
 - 6. Sub-contractor's Foreman
 - 7. Engineer's Representative, as needed.
 - 8. Manufacturer's Representative, as needed.
 - 9. Governing Agency Official, as required
 - 10. Inspection Agency Representative, as required.
 - 11. Others affecting or affected by Work.
- E. Meeting Agenda, may include, but is not limited to:
 - 1. Review of conditions of installation.
 - 2. Preparation and installation procedures.
 - 3. Coordination with related work
 - 4. Review of the CONTRACT document requirements.
 - 5. Review of code enforcement or testing requirements.
 - 6. Questions related to work required.

3.4 PRE-CLOSEOUT MEETING

- A. In accordance with the requirements of Section 01 77 00, Closeout Procedures, the General Contractor will convene a pre-closeout meeting 30 days prior to the contractual date for Substantial Completion.
- B. Attendance, required:
 - 1. Owner or Owner's Representative
 - 2. Project Coordinator (Manager)
 - 3. General Contractor
 - 4. Project Superintendent
 - 5. Architect's Project Manager (Project Executive)
 - 6. Architect's Field Representative
- C. Meeting Agenda, may include, but is not limited to:

1. Review of the Contract document requirements for Substantial Completion and Project Closeout
2. Review of Work which remains to be completed or corrected.
3. Closeout Document review schedule and log
4. Review of closeout procedures including, but not limited to Record Drawings, Warrantees, Operation and Maintenance Manuals, and Owner Demonstrations and Start-up.
5. Review of code enforcement or testing requirements.
6. Questions related to work required.
7. Key Turnover meeting.

ALL MEETING MINUTES SHALL BE SUBMITTED TO ALL ATTENDEES WITHIN ONE WEEK FOLLOWING THE MEETING FOR REVIEW AND COMMENTS.

END OF SECTION

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Submittals Schedule.
 - 3. Field condition reports.
- B. See Division 01 Section "Payment Procedures" for submitting the Schedule of Values.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
- E. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.

1.3 SUBMITTALS

- A. Contractor's Construction Schedule: Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- B. Field Condition Reports: Submit three copies at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 2. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - 3. Startup and Testing Time: Include not less than seven days for startup and testing.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 - 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Seasonal variations.
 - g. Environmental control.
 - 3. Work Stages: Indicate important stages of construction for each major portion of the Work.

- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within seven days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 REPORTS

- A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule not less than three days before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

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SECTION 013216 – CONSTRUCTION PROGRESS SCHEDULE

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 GENERAL

1.1 SUBMITTALS

- A. Schedules:
 - 1. Preliminary Analysis: Within 10 (ten) days after receipt of the Notice of Award, submit a preliminary construction schedule for review by Owner and Project Manager.
 - 2. Construction Schedule: Within 14 (fourteen) days after receipt of Notice to Proceed, submit color prints to the Program Manager and four (4) prints of the approved construction schedule.

1.2 RELIANCE UPON SCHEDULE

- A. The construction schedule as approved by the Project Manager will be an integral part of the contract and will establish conditions for various activities and phases of constructions.

1.3 CONSTRUCTION SCHEDULE

- A. Diagram: Graphically show the order of all activities necessary to complete the work and the sequence in which each activity is to be accomplished.
- B. Activities shown on the diagram shall include but not necessarily be limited to:
 - 1. Project mobilization
 - 2. Submittals and approvals of shop drawings and samples
 - 3. Phasing of construction
 - 4. Procurement of equipment and critical materials
 - 5. Fabrication and installation of special material and equipment
 - 6. Final clean-up
 - 7. Final inspection and testing
- C. The construction schedule shall be updated and submitted with each Application for Payment.

1.4 CONSTRUCTION SCHEDULE LIMITATIONS

- A. Work performed under this Contract shall be done in accordance with the following paragraphs:
 - 1. All work may proceed immediately upon Notice to Proceed and continue uninterrupted.
 - 2. The Owner has a critical need for the work to begin upon Notice to Proceed and be Substantially Complete according to the Project Schedule.
 - 3. Under the Base Proposal only, the successful General Contractor will be 1) entitled to certain extensions of time and 2) subject to liquidated damages for work not completed beyond the agreed date which the General Contractor shall require for

- Substantial Completion of the work included in this CONTRACT. Refer to the CONTRACT for additional requirements and liquidated damages.
4. Failure to complete and close-out project after substantial completion may result in liquidated damages. Refer to the CONTRACT for additional requirements and liquidated damages.
 5. Certificate of Substantial Completion will be issued for any of the above mentioned areas of work which are complete prior to the completion of the entire project.
 6. The Owner may at his discretion approve changes recommended by the successful General Contractor to the above-mentioned schedule provided that the Owner's use of newly completed areas are not disrupted.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule.
- C. See Division 01 Section "Quality Requirements" for submitting test and inspection reports.
- D. See Division 01 Section "Closeout Procedures" for submitting warranties.
- E. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- F. See Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow **10** days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow **10** days for review of each resubmittal.

****NOTE: ITEMS NEEDING A FINISH/COLOR SELECTION WILL REQUIRE ADDITIONAL PROCESSING TIME. COLOR SELECTIONS WILL NOT BE MADE UNTIL FINISH/COLOR OPTIONS FOR ALL ITEMS ARE AVAILABLE FOR COORDINATION OF MATERIALS. FINAL COLOR SELECTIONS WILL NEED TO BE SUBMITTED TO THE OWNER FOR REVIEW AND APPROVAL.**

- D. Identification: Place a permanent label or title block on each submittal for identification.
 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 1. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "Approved" or "Approved as Noted."
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
 - J. Use for Construction: Use only final submittals with mark indicating "Approved" or "Approved as Noted" taken by Architect.
- 1.4 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES
- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor, at a fee to be determined by Architect, for Contractor's use in connection with Project, subject to the following conditions:
 1. It is understood that the electronic files are not contract documents. Significant differences may exist between electronic files and corresponding hard copy Contract Documents due to addenda, change orders, or other revisions which have not been incorporated into electronic drawings. Electronic drawings might not be drawn to scale. Additional related work and materials might be shown on other drawings or may be required by the specifications. Duplantis Design Group, PC (DDG) makes no representation regarding the accuracy or completeness of electronic files. In the event that a conflict arises between the signed Contract Documents and electronic files, the signed Contract Documents shall govern. The User of the electronic files is responsible for determining if any conflicts exist. By use of electronic files, User is not relieved of his duty to fully comply with the Contract Documents, including and without limitation, the responsibility to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate all work with that of other contractors for the project.
 2. User agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against DDG, its officers, directors, employees, agents or subconsultants which may arise out of or in connection with the use of these electronic files.
 3. User further agrees, to the fullest extent permitted by law, to indemnify and hold harmless DDG, its officers, directors, employees, agents or subconsultants, from all claims, damages losses and expenses, including attorney's fees arising out of or resulting from the use of these electronic files

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:

- a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with specified referenced standards.
 - i. Testing by recognized testing agency.
 - 4. Number of Copies: Submit not less than five copies of Product Data, unless otherwise indicated. Architect will return not less than two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.
 - l. Seal and signature of professional engineer if specified.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 - 3. Number of Copies: Submit five opaque (bond) copies of each submittal. Architect will return one copy.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- E. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- F. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."
- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 1. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return one copies.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
- Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- U. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
 - 1. Architect will not review submittals that include MSDSs and will return them for resubmittal.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit five copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. See Divisions 02 through 33 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

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

1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.

11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Costs for re-testing and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.7 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014100 – REGULATORY REQUIREMENTS

Conditions of the contract and division 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality Assurance.
- B. References Standards.
- C. Definitions.
- D. Abbreviations.
- E. Format and Specification Context Explanations.
- F. Drawing Symbols.
- G. General Requirements.

1.2 QUALITY ASSURANCE

- A. General:
 - 1. For products or workmanship specified by a standard of an association, trade, or Federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable code authorities having jurisdiction.
 - 2. The contractual relationship of the parties to the contract should not be altered from the contract Documents by mention or inference otherwise in any reference standard.
 - 3. Obtain copies of standards when required by contract Documents.
 - 4. Maintain copy of standards at jobsite during submittals, planning, and progress of the specific work for which the standards pertain, until the date of Substantial Completion.
 - 5. In the absence of specific instructions in the Specifications, materials, products, equipment and their installation shall conform to the applicable codes, regulations and standards specified therein. When a conflict exists between the applicable code, regulation and standard and that specified, the more stringent code regulation or standard shall prevail, except as authorized by applicable authorities having jurisdiction.
- B. The Contract Documents are correlative and have equal authority and priority. Base disagreements in themselves or in each other on the most expensive combination of quantity and quality of work indicated. In the event of such disagreement bring it to the attention of the Project Manager, who will determine the appropriate method to perform the work.
- C. Industry Standards: Where compliance with two (2) or more industry standards or sets of requirements are specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into contract Documents clearly indicates that a less stringent requirement is to be fulfilled.

Refer apparently equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Project Manager for a decision before proceeding.

- D. General Contractor's Option: Except for overlapping or conflicting requirements, where more than one (1) set of requirements are specified for a particular unit of work, option is intended to be General Contractor's regardless of whether or not it is specifically indicated as such.
- E. Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with the minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Project Manager for decision before proceeding.
- F. Specialists' Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists, who are engaged for performance of work. Such assignments shall be recognized as special requirements over which the General Contractor has no choice or option. These requirements should not be interpreted so as to conflict with applicable regulations, union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of requirements remains with the General Contractor.

1.3 REFERENCE STANDARDS

- A. Dates of codes, regulations and standards specified shall be the latest date of issue of that code, regulation or standard prior to the date of issue of this Project Manual or Document, except as modified or otherwise directed by the applicable codes and their supplements and amendments adopted by the code authorities having jurisdiction.
 - 1. Date of Issue - The "date of issue" as it appears in the statement above, means the date which appears on the cover of the Project Manual or Document corresponding to the date of issue of the contract Documents.
 - 2. Code Authorities: The "code authorities" as it appears in the statement above, means the authorities responsible for code enforcement.

1.4 DEFINITIONS

- A. General Explanation: A substantial amount of specification language consists of definitions for terms found in other contract Documents. Drawings must be recognized as being diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in the contract Documents are defined in the Contract and in this Section. Definitions and explanations contained in this Section are not necessarily either complete or exclusive, but are general for this Work to the extent that they are not stated more explicitly in another element of the contract Documents. In the event of a conflict in definitions or explanations within the contract Documents or whenever there is

need of clarification or interpretation of definitions within or between the contract Documents, notify the Project Manager immediately and proceed as directed. Except in cases where definitions are determined by code authorities having jurisdiction, the Project Manager's interpretation of all definitions will take precedence.

- B. General Requirements: The provisions or requirements of Division 1 - Sections apply to entire Work of contract and, where indicated, to other elements which are included in the Project.
- C. Special Conditions: Wherever the term "Special Conditions", appears in the contract Documents, it refers collectively to all requirements of the Owner in addition to the sections in Division 1, General Requirements, and to Articles contained in the Contract.
- D. Contractor, General Contractor, Construction Manager, Design Builder, etc: Wherever the term "Contractor", "General Contractor", "Construction Manager", "Design Builder", "Offeror", "Respondent" or any derivative thereof, or similar term appear in the contract Documents, they mean one and the same. For Design-Bid-Build Projects, the term "Design-Builder" may also mean "Architect".
- E. Contract, RFP, Design Standards, etc: Wherever the term "Contract", "RFP", "Design Standards" or any derivative thereof, or similar term appear in the contract Documents, they mean one and the same.
- F. Subcontractor, Sub-subcontractor, Bidder, etc.: Wherever the term "Subcontractor", "Subsubcontractor", "Bidder", "Bidder/Vendor", "Vendor", "Installer", "Integrator", or any derivative thereof, or similar term appears in the contract Documents, they mean one and the same, and shall refer to the entity (person or firm) licensed and meeting all applicable regulations.
 - 1. Responsibilities: To avoid any misunderstanding or lack of interpretation, the responsibility for performing the Work is totally that of the entity defined above, and the resolutions proposed in his shop drawings and related documentation shall be demonstrated throughout the Work and specified warranty period.
 - 2. In the event of a controversy involving the contract Documents or interpretation of Project requirements, the decision of the Project Manager will take precedence.
- F. "Owner", or similar such term appears in the contract Documents, it means the LCTCS Facilities Corporation, or its authorized representative(s).
- G. Project Manager: Whenever the term "Project Manager, or any derivative thereof appears in this document, it shall mean the person designated by the Program Manager, CSRS, to lead the project and represent the LCTCS Facilities Corporation unless otherwise noted as a project manager for the General Contractor, Architect or other entity. The Project Manager is the Owner's Representative, and may make some decisions on the Owner's behalf.
- H. Consultants: Wherever the term "Consultant", or any derivative thereof appears in the Contract Documents, it means the following to whom that portion of the work applies.
 - 1. Owner's Consultants:

- a. Geotechnical Consultant:
 - b. Surveyors:
- 2. Architect's Consultants:
 - a. Civil Engineer:
 - b. MEP Engineer:
 - c. Structural Engineer:
 - d. Landscape Architect:
- H. Indicated: Wherever the term "indicated", or any derivative thereof appears in the contract Documents, it means a cross-reference to graphic representations or notes to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
- I. Directed, Requested, Etc: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" or any derivative thereof appears in the contract Documents, it means as "directed by the Architect", "requested by the Architect", and similar phrases with actions taken by the Architect. However, no meaning or otherwise shall be interpreted to extend the Architect's responsibility into the General Contractor's area of construction supervision.
- J. Approve: Wherever the term "Approve", or any derivative thereof appears in the contract Documents, it means only the Project Manager, can approve or disapprove contract actions. Even if the Specifications indicate that an individual other than the Project Manager, such as the "Engineer" or "Consultant" will approve or disapprove an action, it is understood that only the Project Manager has this authority. The General Contractor may appeal the action to the Project Manager and the Project Manager's decision will be final. In no case will "approval" by the Project Manager be interpreted as a release of the General Contractor from responsibility to fulfill requirements of the contract Documents.
- K. Furnish: Wherever the term "Furnish", or any derivative thereof appears in the contract Documents, it means supply or deliver to Project site, ready for unloading, unpacking, assembly, erection, placing, installing, anchoring, applying, curing, finishing, protecting, cleaning and similar operations, as applicable in each instance.
- L. Install: Wherever the term "Install", or any derivative thereof appears in the contract Documents, it means performing the operations at the Project site, of unloading, unpacking, assembly, erection, placing, installing, anchoring, applying, curing, finishing, protecting, cleaning and similar operations, as applicable in each instance.
- M. Provide: Wherever the term "Provide", or any derivative thereof appears in the contract Documents, it means furnish and install at the Project site, complete and ready for intended use, as applicable in each instance.

- N. Project, Site: Wherever the term “Project”, “Site”, or similar such term appears in the contract Documents, it means the space available to the General Contractor for performance of the Work, either exclusively or in conjunction with others performing work as part of the Project. The extent of project or site is shown on the Drawings, and may or may not be identical with description of land upon which Project is to be built.
- O. Installer: Wherever the term “Installer”, or any derivative thereof appears in the contract Documents, it means the entity (person or firm) engaged by the General Contractor or its subcontractor or sub-subcontractor for performance of a particular unit of work at the Project, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.
- P. Specialist: Wherever the term “Specialist”, or any derivative thereof appears in the contract Documents, it means an individual or firm of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the Contract Specifications requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item or firm who will perform the work under the manufacturer’s direct supervision.
- Q. Testing Laboratory: Wherever the term “Testing Laboratory”, or any derivative thereof appears in the contract Documents, it means an independent entity engaged to perform specific inspections or tests of the work, either at the Project site or elsewhere; and to report and (if required) interpret results of those inspections or tests. All testing, and the cost incurred from testing, shall be the responsibility of the General Contractor. The General Contractor shall submit a copy of all test reports to the Project Manager, and shall immediately notify the Project Manager of any failed tests.

1.5 FORMAT AND SPECIFICATION CONTEXT EXPLANATIONS

- A. Underscoring: Is used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where underscoring is used.
- B. Capitalization: Except for manufacturer, product, or trademark names, capitalization is used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where capitalization is used.
- C. Imperative language: Is used generally in Specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by General Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by the General Contractor, or when so noted, by others.

- D. Section Numbering: Is used to facilitate cross-reference in contract Documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine numbers and names of specification sections in contract Documents.
- E. Page Numbering: Pages are numbered independently for each section. The section number is shown preceded by the project number and followed by the page number at the bottom of each page, to facilitate the location of text. The project number is given to identify the project, for which specification was written, should the section become separated from the Project Manual.
- F. Specifying Methods: The techniques or methods of specifying to record requirements varies throughout text, and may include “prescriptive, “open-generic descriptive”, “compliance with standards”, “performance”, or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.
- G. Abbreviations: The language of the Specifications and other contract Documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual work abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract Documents so indicates. A list of typical abbreviations, includes, but is not limited to the following trade associations and organizations. Refer to Drawings and other contract Documents for other abbreviations.

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Assn.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
AGA	American Gas Association
AGC	Associated General Contractors of America
AHA	American Hardboard Association
AHGA	American Hotdip Galvanizers Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ISI	American Iron & Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
APA	American Plywood Association
ARI	Air Conditioning & Refrigeration Institute
ASA	Acoustical Society of America
ASA	American Subcontractors Association

ASAHC	American Society of Architectural Hardware Consultants
ASC	Adhesive & Sealant Council, Inc.
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Professional Engineers
ASPI	American Wood Preserver's Institute
ASTM	ASTM International
AWI	Architectural Woodwork Institute
AWS	American Welding Society
BIA	Brick Institute of America
BRI	Building Research Institute
CRA	California Redwood Association
CLFMI	Chain Link Fence Manufacturers Institute
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DHI	Door and Hardware Institute
EPA	Environmental Protection Agency
FTI	Facing Tile Institute
FGMA	Flat Glass Marketing Association
GA	Gypsum Association
HPMA	Hardwood Plywood Manufacturers Association
IBC	International Building Code
ICBO	International Conference of Building Officials
ICC	International Code Council
IEEE	Institute of Electrical and Electronic Engineers
JSMA	Joint Sealer Manufacturers Association
MFMA	Maple Flooring Manufacturers Association
ML/SFA	Metal Lath/Steel Framing Association
NAAMM	National Association of Architectural Metal Manufacturers
NAMM	National Association of Mirror Manufacturers
NBLP	National Bureau of Lathing & Plastering
NCPI	National Clay Pipe Institute
NCMA	National Concrete Masonry Association
NEMA	National Electrical Manufacturers Assn.
NESC	National Environmental Systems Contractors
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NHLA	National Hardwood Lumber Association
NOMMA	National Ornamental Metal Manufacturers Assn
NPVLA	National Paint, Varnish and Lacquer Assn.
NRMCA	National Ready Mixed Concrete Assn.
NRCA	National Roofing Contractors Association
NSPE	National Society of Professional Engineers
NWMA	National Woodwork Manufacturers Assn., Inc.
OSHA	Occupational Safety and Health Administration

PDCA	Painting and Decorating Contractors of America
PI	Perlite Institute, Inc.
PCA	Portland Cement Association
RFCI	Resilient Floor Covering Institute
RVFC	Rubber and Vinyl Floor Council
SBCCI	Southern Building Code Congress International, Inc.
SFPA	Southern Forest Products Association
SHLMA	Southern Hardwood Lumber Manufacturing Assn.
SDI	Steel Deck Institute
SDI	Steel Door Institute
SJI	Steel Joist Institute
SSPC	Steel Structures Painting Council
TCA	Tile Council of America, Inc.
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
VBI	Venetian Blind Institute
VFI	Vinyl Fabrics Institute
WCLIB	West Coast Lumber Inspection Bureau
WRCLA	Western Red Cedar Lumber Association
WWPA	Western Wood Products Association

1.6 DRAWING SYMBOLS

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols defined by “Architectural Graphic Standards”, published by the American Institute of Architects (AIA) and John Wiley & Sons, Inc., latest edition. Refer instances of uncertainty to Project Manager for clarification before proceeding.

1.7 GENERAL REQUIREMENTS

- A. Color, Texture, or Pattern Requirements:
1. When color, texture, or pattern is specified, the item, product, or material shall be furnished in the specified color, texture, or pattern, as applicable.
 2. When more than one (1) approved manufacturer is named in the Specifications, General Contractor may select any of the approved manufacturers and submit the full range of colors, textures, and patterns (standard and special) available of that manufacturer for the Project Manager’s review and selection.
 3. When the term “match existing”, or any derivative thereof appears in the contract Documents, it means that the sample must match the Owner’s existing work in every respect as to color, texture, and pattern, as applicable.
 4. When the term “match Project Manager’s approved sample”, or any derivative thereof appears in the contract Documents, it means that the Project Manager has selected a sample which must be matched in every respect as to color, texture, and pattern, as applicable.
 5. When an item or product is specified of a manufacturer for which only one (1) color, texture, or pattern is available, and a color, texture, or pattern other than that one is specified, General Contractor shall bring it to the attention of the Project

Manager for a decision prior to proceeding with the work. Do not proceed with the work until Project Manager has approved the color, texture, and pattern, as applicable.

6. When an item or product is specified of a manufacturer for which no color, texture, or pattern is specified, and colors, textures, and patterns are available, General Contractor shall bring it to the attention of the Project Manager and submit the full range of colors, textures, and patterns (standard and special) available of that manufacturer for the Project Manager's review and selection. Do not proceed with the work until Project Manager has selected and approved the color, texture, and pattern, as applicable.
7. When due to the nature of the item, product, or material, i.e. face brick, tile pavers, natural stone, etc, General Contractor shall submit sample or samples which exhibits the full range of characteristics (colors, i.e. lights and darks, as well as textures, and patterns) for which the item, product, or material is available. The Project Manager will select the color, texture, and pattern, as applicable, from those available and request a sample panel exhibiting the approved characteristics. The approved color range, texture, and pattern, as applicable will then become the standard for which all work on the project will be judged. The Project Manager will be final judge as to having performed work in conformance with approved characteristics.
8. Under no circumstances are colors, textures, patterns, or any other characteristics for which an item, product, or material are available to be selected by anyone other than the Project Manager.
9. Non-conforming work shall be removed from the site and replaced with new conforming work at no additional expense to Owner.

B. Continuity of Building Envelope, Full Height Partitions, and Fire Rated Construction:

1. Continuity of Building Envelope:
 - a. All materials such as exterior sheathing, membrane flashings, vapor barriers, insulations, dampproofing, waterproofing, roofing, flashings, etc. and all penetrations, holes, gaps, joints, and openings through such materials shall be sealed to ensure continuity of building envelope, whether indicated or not.
 - b. Refer instances of uncertainty to Project Manager for clarification before proceeding with work.
2. Full Height Partitions:
 - a. All full height partitions shall be from floor to bottom of deck structure and shall be made to fit around steel joists, beams, etc., whether indicated or not.
 - b. Seal joints at top of partitions, in flutes of steel deck, and around structural elements with a compressible filler and/or sealant to accommodate movement due to expansion, contraction, and deflection, whether indicated or not. Treat seals in joints of fire rated partitions as specified below for fire rated construction, whether indicated or not.
 - c. Refer instances of uncertainty to Project Manager for clarification before proceeding with work.
3. Fire Rated Construction:

- a. All seals in fire rated construction, whether at top, bottom, or penetrations through fire rated construction, shall be made with firestopping and fire safing materials to maintain fire rating integrity of construction and satisfy authorities having jurisdiction, whether indicated or not.
 - b. Refer instances of uncertainty to Project Manager for clarification before proceeding with work.
- C. Plumbing Line Protection:
 - 1. Placing or washing materials, including, but not limited to the following, down any plumbing line or fixture is strictly forbidden.
 - a. Concrete, cement, sludge, mortar, grout, plaster, or any other cementitious material
 - b. Paint, paint thinner, turpentine, kerosene, gasoline, oil, or any other petroleum or hazardous products.
 - 2. Cleaning painting equipment, including brushes in new or existing plumbing fixtures is strictly prohibited.
 - 3. If requested, General Contractor shall certify that all affected plumbing lines and fixtures are clean , free flowing and running. Plumbing lines and fixtures damaged as a result of any of the above shall be repaired or replaced at no expense to Owner. General Contractor shall bear responsibility and all costs of fines, penalties, and legal fees attributed to violations as levied by authorities having jurisdiction.
- D. Hanging Items from Deck and Structure: Ducts, pipes, conduits, equipment, and other items indicated to be supported from the structure shall be accomplished using approved hangwires, hangers, or devices of type, size and material recommended to suit the application and installed in accordance with recommendations of the hanger or device manufacturer, Architect and/or Structural Engineer, or code authorities having jurisdiction, whichever is the more stringent requirement. Nothing shall be hung from the deck and structure unless directed to do so by the Architect and/or Structural Engineer. Powder activated devices in metal deck are not permitted.
- E. Ducts, Pipes, Conduits, and Wires: Shall be concealed in walls, chases, and enclosed areas out of view, unless specifically indicated as exposed or where exposure is required for proper function of item, such as air registers, air returns, louvers, grilles, vents, thermostats, electrical receptacles, telephone/data terminals and jacks, light switches, etc. Refer instances of uncertainty to Architect for clarification before proceeding.
- F. Fasteners:
 - 1. Unless specifically indicated or directed otherwise, all fasteners in work exposed to view, shall be concealed in the finished work.
 - 2. No fasteners shall show through or telegraph through exposed face of finished work and all finished surfaces shall be free of all evidence of the existence of fasteners.
 - 3. Fasteners shall be spaced to accurately and rigidly secure work in place.
 - 4. If not shown or otherwise required or recommended by manufacturer, standard, or code authorities having jurisdiction, fastener spacing shall not exceed 12 inches on center.

5. Non-conforming work shall be removed from the site and replaced with new conforming work at no additional expense to Owner.
- G. Exposed Metal Work:
1. Unless specifically indicated or directed otherwise, all exposed metal work shall be flat with all surfaces free of distortions, oil canning, waves, dents, scratches, weld marks, and other surface defects detrimental to good appearance or function.
 2. All steel exposed to exterior weather or moisture, either exposed or concealed in work, shall be hot-dip galvanized, phosphate treated for paint retention and shop prime painted in compliance with Section 09 91 00.
 3. Non-conforming work shall be removed from the site and replaced with new conforming work at no additional expense to Owner.
- H. Continuous Date and Time Code Operated Devices:
1. Devices used in the construction of this Project which use continuous date and time codes in their operation, whether software or hardware, and whether upgradable or not, including, but not limited to air handling, lighting, alarm, communication, security, and instrumentation systems, elevators, escalators and other conveying systems. In addition, such devices shall remain compliant for 100 years or the life of the device, whichever comes first.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 014500 – QUALITY CONTROL

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Quality Assurance: Requirements for material and product quality and control of installation.
- B. Tolerances
- C. References and Standards
- D. Mock-ups
- E. Testing Laboratory Services
- F. Inspection Services
- G. Manufacturers' field services

1.2 RELATED SECTIONS

- A. Section 01 41 00 – Regulatory Requirements
- B. Section 01 45 23 – Testing and Inspecting Services
- C. Section 01 33 00 - Submittal Procedures
- D. The Work of this Section shall be included as a part of all Sections of Work, whether referenced therein or not.

1.3 DESCRIPTION OF REQUIREMENTS

- A. Unless specifically noted otherwise, perform all Work shown, mentioned, or reasonably inferred and comply with all work restrictions.
- B. Many of the requirements specified elsewhere are included herein for reference and convenience. Where a conflict occurs between the CONTRACT Documents, either within themselves or each other, the more stringent requirement or the most expensive combination of materials and workmanship shall prevail.
- C. General Contractor shall:
 - 1. perform Work in accordance with the CONTRACT, as specified herein, and with the quality control requirements of each Section OF THE Specifications;

2. perform Work in the highest quality workmanship, unless specified otherwise;
3. join materials with a uniform and accurate fit so they meet with neat straight lines, free of smears, overlaps or irregularities, as applicable to the work;
4. install all exposed materials appropriately level, plumb, and at accurate angles as shown and flush with adjoining materials;
5. attach materials with sufficient strength, and with number and spacing of fasteners and attachments that will not fail until materials joined are broken or permanently deformed;
6. use concealed fasteners, unless shown or directed otherwise.

1.4 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

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

1.5 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with CONTRACT Documents, request clarification from Project Manager before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.6 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Conform to reference standard by date of issue current on date of Owner-General Contractor Agreement or Owner-Contractor Agreement except where specific date is established by code.
- C. Obtain copies of standards where required by product Specification sections.
- D. When specified reference standards conflict with CONTRACT Documents, request clarification from Project Manager before proceeding.
- E. Neither contractual relationships, duties, responsibilities of parties in CONTRACT nor those of Project Manager shall be altered from CONTRACT Documents by mention or inference otherwise in reference documents.
- F. Refer to Section 01 41 00, Codes, Regulations and Standards, for additional information concerning applicable reference and standards requirements.

1.7 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this section and identified in respective product sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be the comparison standard for remaining Work.
- D. Where mock-up has been accepted by Project Manager and is specified in product Specification sections to be removed; remove mock-up and clear area when directed to do so by the Project Manager.
- E. Mock-up may be approved in phases as portions are completed.
- F. Project Mock-up Requirements: Provide an actual sample panel with the following properties:
 - 1. Size: Minimum 6 feet wide by 8 feet tall. Size may vary according to specific project requirements. Brace and support as required to withstand structural windloads.
 - 2. Materials: actual exterior finishes including, but not limited to face brick, cast stone, and plaster, actual building materials and assemblies indicating brick patterns on masonry and stud back-up as occurs with dampproofing and flashing as detailed, actual portion of aluminum storefront indicating jam, sill and head attachment and flashing details, and where appropriate, provide mock-up of special finish details, insets and reliefs, reveals, expansion and control joints, brick ledges, brick head and sills, pipe penetrations and waterproofing materials. Provide roof edge flashing and gutter section (as applicable) in pre-finished color as selected by the Project Manager to cap the mock-up panel. Include a sealant joint at least 16 inches long.

1.8 TESTING SERVICES

- A. The General Contractor will appoint, employ, and pay for specified services of an independent firm to perform testing.
- B. The independent firm will perform tests and other services specified in individual Specification sections and as required by the Architect/Engineer, or authority having jurisdiction.
- C. Testing and source quality control may occur on or off the project site. Perform off-site testing as required.
- D. Reports will be submitted by the independent firm to the Owner, Architect, Engineer, General Contractor and the Project Manager, indicating observations and results of tests and indicating compliance or non-compliance with CONTRACT Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Project Manager and independent firm 48 hours prior to expected time for operations requiring services, or as specified in individual Specification sections.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required.
- F. Testing does not relieve General Contractor to perform Work to CONTRACT requirements.
- G. Re-testing required because of non-conformance to CONTRACT requirements shall be performed by the same independent firm on instructions by the Project Manager. Payment for re-testing will be the responsibility of the General Contractor.
- H. Refer to Section 01 45 23, Testing and Inspecting Services, for additional information concerning testing, and submittal procedures and requirements for Testing Reports.

1.9 FIELD OBSERVATION

- A. The Architect shall visit the site a minimum of once per week, and provide an Observation Report to the Owner's Project Manager within 48 hours of the site visit.
- B. The Observation Report shall include the following:
 - a. Date and time
 - b. Project name and number
 - c. Observer's name
 - d. Temperature and weather condition
 - e. Personnel onsite
 - f. Equipment onsite
 - g. Photos

1.10 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual Specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as required, and to initiate instructions when necessary.
- B. Submit cost and qualifications of observer to the Project Manager within ten (10) days after receipt of Notice to Proceed, in advance of required observations. Observer subject to approval of the Project Manager and Owner.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01 33 00, Submittal Procedures, for additional information concerning submittal procedures and requirements for Manufacturers Field Reports.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

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

END OF SECTION

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SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 01 Section "Execution" for progress cleaning requirements.
 - 4. Divisions 02 through 33 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.
 - 5. Division 02 Section "Termite Control" for pest control.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Coordinate with Owner.
- C. Water Service: Coordinate with Owner.
- D. Electric Power Service: Coordinate with Owner.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Pavement: Comply with pavement Sections on the Drawings.
- B. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.76-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails.
- C. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."
- D. Gypsum Board: Minimum 1/2 inch (12.7 mm) thick by 48 inches (1219 mm) wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.
- E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
- F. Paint: Comply with requirements in Division 9 painting Sections.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General (**not required for project**): Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office (**not required for project**): Of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

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

- B. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
 - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Provide temporary parking areas for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- E. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated on Drawings. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 - 1. Provide temporary, directional signs for construction personnel and visitors.
 - 2. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 1 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Comply with requirements specified on the Drawings.
 - 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- E. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire project site or portion determined sufficient to accommodate construction operations.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 015000

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
- C. See Divisions 02 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.3 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: No special form required.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.

- b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
- 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

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

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.
 - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.

8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: In accordance with the General & Supplementary Conditions of the Contract.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.

2.3 COMPARABLE PRODUCTS

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. See Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- C. Certified Surveys: Submit 2 copies signed by land surveyor.
- D. Final Property Survey: Submit 5 copies showing the Work performed and record survey data.

1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate

and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.

2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 3. Inform installers of lines and levels to which they must comply.
 4. Check the location, level and plumb, of every major element as the Work progresses.
 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- B. Benchmarks: Establish and maintain a minimum of 2 permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- C. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
1. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. **Installed Work:** Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. **Concealed Spaces:** Remove debris from concealed spaces before enclosing the space.
- F. **Exposed Surfaces in Finished Areas:** Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. **Waste Disposal:** Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. **During handling and installation,** clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. **Clean and provide maintenance on completed construction** as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. **Limiting Exposures:** Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. **Start equipment and operating components** to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. **Adjust operating components** for proper operation without binding. Adjust equipment for proper operation.
- C. **Test each piece of equipment** to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. **Manufacturer's Field Service:** If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. **Provide final protection and maintain conditions** that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. **Comply with manufacturer's written instructions** for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. **Repair or remove and replace defective construction.** Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."

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

END OF SECTION 017300

SECTION 017329 – CUTTING AND PATCHING

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

- A. Definition: “Cutting and Patching” includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original undamaged condition, including original fire rating of fire rated construction.
 - 1. Cutting and patching is performed for coordination of the work for access or inspection, to obtain samples for testing, as indicated or required, to remove/replace defective work or work not conforming to the CONTRACT documents, to permit alterations to be performed, or for other similar purposes.
 - 2. Cutting and patching performed during the manufacture of products or during the initial fabrication, erection, or installation processes is not considered to be “cutting and patching” under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be “cutting and patching”.
- B. Refer to other Sections of these Specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
 - 1. Unless otherwise specified, requirements of this Section also apply to mechanical and electrical work.

1.2 QUALITY ASSURANCE

- A. Visual requirements - Do not cut and patch work exposed on the building’s exterior or in its occupied spaces, in a manner that would, in the Project Manager’s opinion, result in lessening the building’s aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patchwork. Remove and repair or replace work judged by the Project Manager to be cut and patched in a visually unsatisfactory manner

1.3 RELATED WORK

- A. All Sections of Work requiring cutting and patching, including electrical requirements.

1.4 SUBMITTALS

- A. Procedural Proposal for Cutting and Patching - Where prior approval of cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable, in the submittal.
 - 1. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms

of changes to existing work, including structural, operational, and visual changes as well as other significant elements.

2. List products to be used and firms including their qualifications that will perform the work. Also, provide cost proposals when applicable.
3. Give dates when work is expected to be performed.
4. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be disconnected or out-of service temporarily. Indicate how long utility service will be disrupted.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General - Except as otherwise indicated or as directed by Project Manager, use materials for cutting and patching that are identical to materials being cut and patched. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better performance characteristics.
 1. The use of trade name and supplier's name and address is to indicate a possible source of the material or product. Product of the same type from other sources shall not be excluded provided they possess like physical and functional characteristics, except where specified as no substitutions allowed or where a material or product is specified as the basis of Specifications no other approved manufacturers are listed.
 2. Use materials, products, and devices to maintain integrity of fire rating of existing fire rated construction which comply with the requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Before starting work, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
 1. Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.
 2. After uncovering work, examine conditions affecting installation of product or performance of work.
 3. Report unsatisfactory or questionable conditions to Project Manager in writing; do not proceed with work until Project Manager has provided further instructions.

3.2 PREPARATION

- A. Provide temporary support to prevent failure of the work to be cut.

- B. Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions of that part of the Project that may be exposed during cutting and patching operations.
- C. Take precautions not to cut existing pipe, conduit, ducts, or wires serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

- A. General - Employ only skilled workmen to perform the cutting and patching work. Except as otherwise indicated or as approved by Project Manager, proceed with cutting and patching at the earliest feasible time and complete the work without delay.
- B. Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible, review proposed cutting and patching procedures with the original installer and comply with original installer's recommendations.
 - 1. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a Carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
 - 2. Comply with requirements of other applicable sections where cutting and patching requires excavating and backfilling.
 - 3. By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated, or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-passing and cutting, cap, valve, or plug and seal tight remaining portion of conduit and pipe to prevent entrance of moisture, vermin, or other foreign matter.
- C. Patching - Patch with seams which are durable and as invisible as possible. Comply with specified tolerance, if any, for the work.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
 - 2. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
 - 3. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor, wall, and ceiling surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings or materials, and ceiling finish materials and replace with new materials.
 - a. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coats.
 - 4. Patch, repair, or re-hang existing ceilings as necessary to provide an even plane surface of uniform appearance.

- 5. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through non-fire-rated floors and walls, and through finished surfaces.
- D. Fire Rated Construction - Where cutting and patching is necessary in existing fire rated construction, use sealant and other fire resistive materials, products, and devices as required and acceptable by the authorities having jurisdiction to repair, patch, and otherwise restore original fire rating and integrity of construction.

3.4 CLEANING

- A. Thoroughly clean area and spaces where work is performed or used as access to work. Remove completely: paint, mortar, cement, oils, putty, sealant, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishes are applied. Restore damaged pipe covering to its original undamaged condition.

END OF SECTION

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Execution " for progress cleaning of Project site.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 6. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 4. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 5. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 6. Complete startup testing of systems.
 - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 8. Advise Owner of changeover in heat and other utilities.
 - 9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 - 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit pest-control final inspection report and warranty.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 6. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 7. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 8. Submit test/adjust/balance records.
 - 9. Complete final cleaning requirements, including touchup painting.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.

- e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017830 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Emergency manuals.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Maintenance manuals for the care and maintenance of products, materials, finishes, systems, and equipment.
- B. See Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

- A. Manual: Submit two (2) copies of each manual, or digital copy in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit two (2) copies of each corrected manual within 15 days of receipt of Architect's comments.
- B. Digital Files: Submit one (1) compact disk or USB flash drive containing a copy of items indicated above in pdf format.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
 - 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with

clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

- a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for type of emergency, emergency instructions, and emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component for fire, flood, gas leak, water leak, power failure, water outage, equipment failure, and chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.

- C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions that detail essential maintenance procedures:
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017830

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Divisions 02 through 33 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit two(2) sets of marked-up Record Prints (copies to be digitally produces on plain bond paper having a minimum 20lb. base weight).
- B. Record Specifications: Submit two(2) copies of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit two(2) copies of each Product Data submittal.
- D. Digital Files: Submit one(1) compact disk or USB flash drive containing a copy of items indicated above (record drawings, specifications and product data) in pdf format.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.
 1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
 2. Refer instances of uncertainty to Architect for resolution.
 3. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Architect will make the Contract Drawings available to Contractor's print shop.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
 3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

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SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules utilizing manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.3 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

1.4 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each

module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.

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

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 1 Section "Operations and Maintenance Data."

3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
 - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
 - 3. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner with at least 7 days' advance notice.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. Pre-Produced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.

1.2 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project Site.

1.4 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control, and] for noise control. Indicate proposed locations and construction of barriers.

B. Schedule of selective demolition activities with starting and ending dates for each activity.

C. Predemolition photographs or video.

1.5 CLOSEOUT SUBMITTALS

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

1.6 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.7 WARRANTY

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Where applicable, verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

- C. Inventory and record the condition of items to be removed and salvaged.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 5. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.

4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 CLEANING

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

END OF SECTION 024119

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Standard and custom hollow metal doors and frames.
2. Steel sidelight, borrowed lite and transom frames.
3. Louvers installed in hollow metal doors.
4. Light frames and glazing installed in hollow metal doors.

B. Related Sections:

1. Division 01 Section "General Conditions".
2. Division 04 Section "Unit Masonry" for embedding anchors for hollow metal work into masonry construction.
3. Division 08 Section "Flush Wood Doors".
4. Division 08 Section "Glazing" for glass view panels in hollow metal doors.
5. Division 08 Section "Door Hardware".
6. Division 08 Section "Access Control Hardware".
7. Division 09 Sections "Exterior Painting" and "Interior Painting" for field painting hollow metal doors and frames.

C. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI/SDI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
2. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frames Anchors and Hardware Reinforcing.
3. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
4. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
5. ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.
6. ASTM A1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
7. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

8. ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
9. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus.
10. ANSI/BHMA A156.115 - Hardware Preparation in Steel Doors and Frames.
11. ANSI/SDI 122 - Installation and Troubleshooting Guide for Standard Steel Doors and Frames.
12. ANSI/NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association.
13. ANSI/NFPA 105: Standard for the Installation of Smoke Door Assemblies.
14. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association.
15. UL 10C - Positive Pressure Fire Tests of Door Assemblies.
16. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.

1.3 QUALITY ASSURANCE

- A. Source Limitations: Obtain hollow metal doors and frames through one source from a single manufacturer wherever possible.
- B. Quality Standard: In addition to requirements specified, furnish SDI-Certified manufacturer products that comply with ANSI/SDI A250.8, latest edition, "Recommended Specifications for Standard Steel Doors and Frames".
- C. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to UL10C (neutral pressure at 40" above sill) or UL 10C.
 1. Oversize Fire-Rated Door Assemblies Construction: For units exceeding sizes of tested assemblies, attach construction label certifying doors are built to standard construction requirements for tested and labeled fire rated door assemblies except for size.
 2. Temperature-Rise Limit: Where indicated and at vertical exit enclosures (stairwell openings) and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than 450 deg F (250 deg C) above ambient after 30 minutes of standard fire-test exposure.
 3. Smoke Control Door Assemblies: Comply with NFPA 105.
 - a. Smoke "S" Label: Doors to bear "S" label, and include smoke and draft control gasketing applied to frame and on meeting stiles of pair doors.
- D. Fire-Rated, Borrowed-Light Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 257. Provide labeled glazing material.
- E. Storm Shelter Openings: Provide complete door systems for hurricane or tornado storm shelters, and other areas of refuge, complying and tested according to ICC 500 (2014/2020), ICC/NSSA Standard for the Design and Construction of Storm Shelters.
 1. Each unit to bear third party permanent label indicating compliance with the referenced testing standards.

- F. Pre-Submittal Conference: Conduct conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier, Installer, and Contractor to review proper methods and procedures for installing hollow metal doors and frames and to verify installation of electrical knockout boxes and conduit at frames with electrified or access control hardware.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch high wood blocking. Do not store in a manner that traps excess humidity.
 - 1. Provide minimum 1/4-inch space between each stacked door to permit air circulation. Door and frames to be stacked in a vertical upright position.

1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.6 COORDINATION

- A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.
- B. Building Information Modeling (BIM) Support: Utilize designated BIM software tools and obtain training needed to successfully participate in the Project BIM processes. All technical disciplines are responsible for the product data integration and data reliability of their Work into the coordinated BIM applications.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
- B. Warranty includes installation and finishing that may be required due to repair or replacement of defective doors.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide steel doors and frames from a SDI Certified manufacturer:
 - 1. CECO Door Products (C).
 - 2. Curries Company (CU).
 - 3. Steelcraft (S).

2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.
- C. Frame Anchors: ASTM A 653/A 653M, Commercial Steel (CS), Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

2.3 HOLLOW METAL DOORS

- A. General: Provide 1-3/4 inch doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8 and ANSI/NAAMM HMMA 867.
- B. Interior Doors: Face sheets fabricated of commercial quality cold rolled steel that complies with ASTM A 1008/A 1008M. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:
 - 1. Design: Flush panel.
 - 2. Core Construction: Manufacturer's standard kraft-paper honeycomb, or one-piece polystyrene core, securely bonded to both faces.
 - a. Fire Door Core: As required to provide fire-protection and temperature-rise ratings indicated.
 - 3. Level/Model: Level 2 and Physical Performance Level B (Heavy Duty), Minimum 18 gauge (0.042-inch - 1.0-mm) thick steel, Model 2.
 - 4. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet.
 - 5. Hinge Reinforcement: Minimum 7 gauge (3/16") plate 1-1/4" x 9" or minimum 14 gauge continuous channel with pierced holes, drilled and tapped.
 - 6. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.

C. Manufacturers Basis of Design:

1. CECO Door Products (C) Honeycomb Core - Regent Series.

2.4 HOLLOW METAL FRAMES

A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.

B. Interior Frames: Fabricated from cold-rolled steel sheet that complies with ASTM A 1008/A 1008M.

1. Fabricate frames with mitered or coped corners. Profile as indicated on drawings.
2. Frames: Minimum 16 gauge (0.053-inch -1.3-mm) thick steel sheet.
3. Manufacturers Basis of Design:

- a. CECO Door Products (C) - BU DU Series.
- b. CECO Door Products (C) - SU Series.

C. Fire rated frames: Fabricate frames in accordance with NFPA 80, listed and labeled by a qualified testing agency, for fire-protection ratings indicated.

D. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 Table 4 with reinforcement plates from same material as frames.

2.5 FRAME ANCHORS

A. Jamb Anchors:

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, formed from A60 metallic coated material, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
2. Stud Wall Type: Designed to engage stud and not less than 0.042 inch thick.
3. Compression Type for Drywall Slip-on (Knock-Down) Frames: Adjustable compression anchors.

B. Floor Anchors: Floor anchors to be provided at each jamb, formed from A60 metallic coated material, not less than 0.042 inches thick.

C. Mortar Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.6 LOUVERS

A. Metal Louvers: Unless otherwise indicated provide louvers to meet the following requirements.

1. Blade Type: Vision proof inverted V or inverted Y.
2. Metal and Finish: Galvanized steel, 0.040 inch thick, factory primed for paint finish with baked enamel or powder coated finish. Match pre-finished door paint color where applicable.

- B. Louvers for Fire Rated Doors: Metal louvers with fusible link and closing device, listed and labeled for use in doors with fire protection rating of 1-1/2 hours and less.
 - 1. Manufacturers: Subject to compliance with requirements, provide louvers to meet rating indicated.
 - 2. Metal and Finish: Galvanized steel, 0.040 inch thick, factory primed for paint finish with baked enamel or powder coated finish. Match pre-finished door paint color where applicable.

2.7 LIGHT OPENINGS AND GLAZING

- A. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints at fabricator's shop. Fixed and removable stops to allow multiple glazed lites each to be removed independently. Coordinate frame rabbet widths between fixed and removable stops with the type of glazing and installation indicated.
- B. Moldings for Glazed Lites in Doors and Loose Stops for Glazed Lites in Frames: Minimum 20 gauge thick, fabricated from same material as door face sheet in which they are installed.
- C. Fixed Frame Moldings: Formed integral with hollow metal frames, a minimum of 5/8 inch (16 mm) high unless otherwise indicated. Provide fixed frame moldings and stops on outside of exterior and on secure side of interior doors and frames.
- D. Preformed Metal Frames for Light Openings: Manufacturer's standard frame formed of 0.048-inch-thick, cold rolled steel sheet; with baked enamel or powder coated finish; and approved for use in doors of fire protection rating indicated. Match pre-finished door paint color where applicable.

2.8 ACCESSORIES

- A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.
- B. Grout Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.9 FABRICATION

- A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. When shipping limitations so dictate, frames for large openings are to be fabricated in sections for splicing or splining in the field by others.
- B. Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/SDI A250.8.
- C. Hollow Metal Doors:
 - 1. Exterior Doors: Provide optional weep-hole openings in bottom of exterior doors to permit moisture to escape where specified.

2. Glazed Lites: Factory cut openings in doors with applied trim or kits to fit. Factory install glazing where indicated.
3. Astragals: Provide overlapping astragals as noted in door hardware sets in Division 08 Section "Door Hardware" on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted.
4. Continuous Hinge Reinforcement: Provide welded continuous 12 gauge strap for continuous hinges specified in hardware sets in Division 08 Section "Door Hardware".

D. Hollow Metal Frames:

1. Shipping Limitations: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
2. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
 - a. Welded frames are to be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening.
3. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
4. High Frequency Hinge Reinforcement: Provide high frequency hinge reinforcements at door openings 48-inches and wider with mortise butt type hinges at top hinge locations.
5. Continuous Hinge Reinforcement: Provide welded continuous 12 gauge straps for continuous hinges specified in hardware sets in Division 08 Section "Door Hardware".
6. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated for removable stops, provide security screws at exterior locations.
7. Mortar Guards: Provide guard boxes at back of hardware mortises in frames at all hinges and strike preps regardless of grouting requirements.
8. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
9. Jamb Anchors: Provide number and spacing of anchors as follows:
 - a. Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches on-center and as follows:
 - 1) Two anchors per jamb up to 60 inches high.
 - 2) Three anchors per jamb from 60 to 90 inches high.
 - 3) Four anchors per jamb from 90 to 120 inches high.
 - 4) Four anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
 - b. Stud Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Three anchors per jamb up to 60 inches high.
 - 2) Four anchors per jamb from 60 to 90 inches high.

- 3) Five anchors per jamb from 90 to 96 inches high.
 - 4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
 - 5) Two anchors per head for frames above 42 inches wide and mounted in metal stud partitions.
10. Door Silencers: Except on weatherstripped or gasketed doors, drill stops to receive door silencers. Silencers to be supplied by frame manufacturer regardless if specified in Division 08 Section "Door Hardware".
 11. Bituminous Coating: Where frames are fully grouted with an approved Portland Cement based grout or mortar, coat inside of frame throat with a water based bituminous or asphaltic emulsion coating to a minimum thickness of 3 mils DFT, tested in accordance with UL 10C and applied to the frame under a 3rd party independent follow-up service procedure.
- E. Hardware Preparation: Factory prepare hollow metal work to receive template mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."
1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
 2. Reinforce doors and frames to receive non-template, mortised and surface mounted door hardware.
 3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.
 4. Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 Sections.

2.10 STEEL FINISHES

- A. Prime Finishes: Doors and frames to be cleaned, and chemically treated to insure maximum finish paint adhesion. Surfaces of the door and frame exposed to view to receive a factory applied coat of rust inhibiting shop primer.
1. Shop Primer: Manufacturer's standard, fast-curing, lead and chromate free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; and compatible with substrate and field-applied coatings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. General Contractor to verify the accuracy of dimensions given to the steel door and frame manufacturer for existing openings or existing frames (strike height, hinge spacing, hinge back set, etc.).
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove welded in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation, adjust and securely brace welded hollow metal frames for square, level, twist, and plumb condition.
- C. Tolerances shall comply with SDI-117 "Manufacturing Tolerances Standard Steel Doors and Frames."
- D. Drill and tap doors and frames to receive non-template, mortised, and surface-mounted door hardware.
- E. Verify tolerances against manufacturers installations instructions for tornado and hurricane storm shelter openings.

3.3 INSTALLATION

- A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11 and NFPA 80 at fire rated openings.
 - 1. Set frames accurately in position, plumbed, leveled, aligned, and braced securely until permanent anchors are set. After wall construction is complete and frames properly set and secured, remove temporary braces, leaving surfaces smooth and undamaged. Shim as necessary to comply with installation tolerances.
 - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
 - 3. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar.
 - 4. Grout Requirements: Do not grout head of frames unless reinforcing has been installed in head of frame. Do not grout vertical or horizontal closed mullion members.
- C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.
 - 1. Non-Fire-Rated Standard Steel Doors:
 - a. Jambs and Head: 1/8 inch plus or minus 1/16 inch.
 - b. Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.
 - c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.
 - d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.
 - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.

- D. Field Glazing: Comply with installation requirements in Division 08 Section "Glazing" and with hollow metal manufacturer's written instructions.

3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow metal work immediately after installation.
- C. Prime-Coat and Painted Finish Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat, or painted finishes, and apply touchup of compatible air drying, rust-inhibitive primer, zinc rich primer (exterior and galvanized openings) or finish paint.

3.5 FIELD QUALITY CONTROL

- A. Field Inspection (Punch Report): Reference Division 01 Sections "Closeout Procedures". Produce project punch report for each installed door opening indicating compliance with approved submittals and verification hardware is properly installed, operating and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.
 - 1. Organization of List: Include separate Door Opening and Deficiencies and Corrective Action Lists organized by Mark, Opening Remarks and Comments, and related Opening Images and Video Recordings.

END OF SECTION 081113

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes commercial door hardware for the following:
 - 1. Swinging doors.
 - 2. Sliding doors.
 - 3. Other doors to the extent indicated.
- B. Door hardware includes, but is not necessarily limited to, the following:
 - 1. Mechanical door hardware.
 - 2. Electromechanical door hardware.
 - 3. Cylinders specified for doors in other sections.
- C. Related Sections:
 - 1. Division 08 Section "Hollow Metal Doors and Frames".
 - 2. Division 08 Section "Flush Wood Doors".
 - 3. Division 08 Section "Aluminum-Framed Entrances and Storefronts".
 - 4. Division 28 Section "Access Control Hardware Devices".
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. NFPA 70 - National Electrical Code.
 - 4. NFPA 80 - Fire Doors and Windows.
 - 5. NFPA 101 - Life Safety Code.
 - 6. NFPA 105 - Installation of Smoke Door Assemblies.
 - 7. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards as applicable. Any undated reference to a standard shall be interpreted as referring to the latest edition of that standard:
 - 1. ANSI/BHMA Certified Product Standards - A156 Series.

2. UL10C - Positive Pressure Fire Tests of Door Assemblies.
3. ANSI/UL 294 - Access Control System Units.
4. UL 305 - Panic Hardware.
5. ANSI/UL 437- Key Locks.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing, fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - h. Warranty information for each product.
 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Shop Drawings: Details of electrified access control hardware indicating the following:
 1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:

- a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
 - b. Complete (risers, point-to-point) access control system block wiring diagrams.
 - c. Wiring instructions for each electronic component scheduled herein.
- 2. Electrical Coordination: Coordinate with related sections the voltages and wiring details required at electrically controlled and operated hardware openings.
- D. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
- E. Informational Submittals:
 - 1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

1.4 CLOSEOUT SUBMITTALS

- A. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Procedures.
- B. Project Record Documents: Provide record documentation of as-built door hardware sets in digital format (.pdf, .docx, .xlsx, .csv) and as required in Division 01, Project Record Documents.

1.5 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Hardware Supplier and Hardware Installer must obtain a license with the Louisiana Office of State Fire Marshall in accordance to RS 40:1464 and RS 40:1664.
- B. Certified Products: Where specified, products must maintain a current listing in the Builders Hardware Manufacturers Association (BHMA) Certified Products Directory (CPD).
- C. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- D. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity.

Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.

- E. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
 - 1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
 - 2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.
- F. Each unit to bear third party permanent label indicating compliance with the referenced testing standards.
- G. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
 - 1. Function of building, purpose of each area and degree of security required.
 - 2. Plans for existing and future key system expansion.
 - 3. Requirements for key control storage and software.
 - 4. Installation of permanent keys, cylinder cores and software.
 - 5. Address and requirements for delivery of keys.
- H. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
 - 1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
 - 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
 - 3. Review sequence of operation narratives for each unique access controlled opening.
 - 4. Review and finalize construction schedule and verify availability of materials.
 - 5. Review the required inspecting, testing, commissioning, and demonstration procedures
- I. At completion of installation, provide written documentation that components were applied according to manufacturer's instructions and recommendations and according to approved schedule.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.7 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.8 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Electrical component defects and failures within the systems operation.
- C. Warranty Period: Unless otherwise indicated, warranty shall be one year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 BUTT HINGES

- A. Hinges: ANSI/BHMA A156.1 butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets.

1. Quantity: Provide the following hinge quantity:
 - a. Two Hinges: For doors with heights up to 60 inches.
 - b. Three Hinges: For doors with heights 61 to 90 inches.
 - c. Four Hinges: For doors with heights 91 to 120 inches.
 - d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
 - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
 - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
 - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
 - b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
4. Hinge Options: Comply with the following:
 - a. Non-removable Pins: With the exception of electric through wire hinges, provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for all out-swinging lockable doors.
5. Manufacturers:
 - a. Hager Companies (HA) - BB Series, 5-knuckle.
 - b. Ives (IV) - 5BB Series, 5-knuckle.
 - c. McKinney (MK) - TA/T4A Series, 5-knuckle.

2.2 CONTINUOUS HINGES

- A. Continuous Geared Hinges: ANSI/BHMA A156.26 Grade 1-600 continuous geared hinge. with minimum 0.120-inch thick extruded 6063-T6 aluminum alloy hinge leaves and a minimum overall width of 4 inches. Hinges are non-handed, reversible and fabricated to template screw locations. Factory trim hinges to suit door height and prepare for electrical cut-outs.
1. Where specified, provide modular continuous geared hinges that ship in two or three pieces and form a single continuous hinge upon installation.

2. Manufacturers:

- a. Hager Companies (HA).
- b. Ives (IV).
- c. Pemko (PE).

2.3 POWER TRANSFER DEVICES

- A. Electrified Quick Connect Transfer Hinges: Provide electrified transfer hinges with Molex™ standardized plug connectors and sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets with a 1-year warranty. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.

1. Manufacturers:

- a. Hager Companies (HA) - ETW-QC (# wires) Option.
- b. Ives (IV) - Connect.
- c. McKinney (MK) - QC (# wires) Option.

- B. Electric Door Wire Harnesses: Provide electric/data transfer wiring harnesses with standardized plug connectors to accommodate up to twelve (12) wires. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Provide sufficient number and type of concealed wires to accommodate electric function of specified hardware. Provide a connector for through-door electronic locking devices and from hinge to junction box above the opening. Wire nut connections are not acceptable. Determine the length required for each electrified hardware component for the door type, size and construction, minimum of two per electrified opening.

1. Provide one each of the following tools as part of the base bid contract:

- a. McKinney (MK) - Electrical Connecting Kit: QC-R001.
- b. McKinney (MK) - Connector Hand Tool: QC-R003.

2. Manufacturers:

- a. Hager Companies (HA) - Quick Connect.
- b. McKinney (MK) - QC-C Series.
- c. Schlage (SC) - Connect.

2.4 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.

1. Manufacturers:

- a. ASSA ABLOY ACCENTRA, formerly known as Yale (YA).
- b. Match Existing, Field Verify.

- B. Cylinder Types: Original manufacturer cylinders able to supply the following cylinder formats and types:
 - 1. Threaded mortise cylinders with rings and cams to suit hardware application.
 - 2. Rim cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
 - 3. Bored or cylindrical lock cylinders with tailpieces as required to suit locks.
 - 4. Tubular deadlocks and other auxiliary locks.
 - 5. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
 - 6. Keyway: Match Facility Standard.
- C. Keying System: Each type of lock and cylinders to be factory keyed.
 - 1. Supplier shall conduct a "Keying Conference" to define and document keying system instructions and requirements.
 - 2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
 - 3. New System: Key locks to a new key system as directed by the Owner.
- D. Key Quantity: Provide the following minimum number of keys:
 - 1. Change Keys per Cylinder: Two (2)
 - 2. Master Keys (per Master Key Level/Group): Five (5).
 - 3. Construction Keys (where required): Ten (10).
- E. Construction Keying: Provide construction master keyed cylinders.
- F. Key Registration List (Bitting List):
 - 1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
 - 2. Provide transcript list in writing or electronic file as directed by the Owner.

2.5 KEY CONTROL

- A. Key Control Cabinet: Provide a key control system including envelopes, labels, and tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet. Key control cabinet shall have expansion capacity of 150% of the number of locks required for the project.
 - 1. Manufacturers:
 - a. Lund Equipment (LU).
 - b. MMF Industries (MM).
 - c. Telkee (TK).

2.6 MORTISE LOCKS AND LATCHING DEVICES

- A. Mortise Locksets, Grade 1 (Heavy Duty): Provide ANSI/BHMA A156.13, Series 1000, Operational Grade 1 Certified Products Directory (CPD) listed mortise locksets. Listed manufacturers shall meet all functions and features as specified herein.

1. Manufacturers:

- a. ASSA ABLOY ACCENTRA, formerly known as Yale (YA) - 8800FL Series.
- b. Corbin Russwin Hardware (RU) - ML2000 Series.
- c. Sargent Manufacturing (SA) - 8200 Series.
- d. Schlage (SC) - L9000 Series.

2.7 LOCK AND LATCH STRIKES

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.

- B. Standards: Comply with the following:

1. Strikes for Mortise Locks and Latches: BHMA A156.13.
2. Strikes for Bored Locks and Latches: BHMA A156.2.
3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
4. Dustproof Strikes: BHMA A156.16.

2.8 CONVENTIONAL EXIT DEVICES

- A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

1. Exit devices shall have a five-year warranty.
2. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
3. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.

4. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
 5. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.
 6. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
 - a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
 - b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.
 7. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.
 8. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.
 9. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
 10. Rail Sizing: Provide exit device rails factory sized for proper door width application.
 11. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.
- B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 Certified Products Directory (CPD) listed exit devices. Listed manufacturers shall meet all functions and features as specified herein.
1. Manufacturers:
 - a. ASSA ABLOY ACCENTRA, formerly known as Yale (YA) - 7000 Series.
 - b. Corbin Russwin Hardware (RU) - ED4000 / ED5000 Series.
 - c. Sargent Manufacturing (SA) - 80 Series.
 - d. Von Duprin (VD) - 35A/98 XP Series.

2.9 SURFACE DOOR CLOSERS

- A. All door closers specified herein shall meet or exceed the following criteria:
1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers.
 2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
 3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the Americans with Disabilities Act, provide units complying with ANSI ICC/A117.1.
 4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.

5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
 6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.
- B. Door Closers, Surface Mounted (Large Body Cast Iron): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control.
1. Manufacturers:
- C. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.
1. Heavy duty surface mounted door closers shall have a 30-year warranty.
 2. Manufacturers:
 - a. ASSA ABLOY ACCENTRA, formerly known as Yale (YA) - 4400 Series.
 - b. Corbin Russwin Hardware (RU) - DC8000 Series.
 - c. LCN Closers (LC) - 4040 Series.
 - d. Sargent Manufacturing (SA) - 351 Series.

2.10 ARCHITECTURAL TRIM

A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
3. Where plates are applied to fire rated doors with the top of the plate more than 16" above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer's catalog and template book for specific requirements for size and applications.
4. Protection Plates: ANSI/BHMA A156.6 protection plates (kick, armor, or mop), fabricated from the following:
 - a. Stainless Steel: 300 grade, 050-inch thick.

5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.
6. Manufacturers:
 - a. Hager Companies (HA).
 - b. Ives (IV).
 - c. Rockwood (RO).

2.11 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.
 1. Manufacturers:
 - a. Hager Companies (HA).
 - b. Ives (IV).
 - c. Rockwood (RO).
- C. Overhead Door Stops and Holders: ANSI/BHMA A156.8, Grade 1 Certified Products Directory (CPD) listed overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.
 1. Manufacturers:
 - a. Norton Rixson (RF).
 - b. Rockwood (RO).
 - c. Sargent Manufacturing (SA).

2.12 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
 1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.

- C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
 - 1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NFPA 252, Standard Methods of Fire Tests of Door Assemblies.
- D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.
- E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- F. Manufacturers:
 - 1. National Guard Products (NG).
 - 2. Pemko (PE).
 - 3. Zero (ZE).

2.13 ELECTRONIC ACCESSORIES

- A. Intelligent Switching Power Supplies: Provide power supplies with single, dual or multi-voltage configurations at 12 and/or 24VDC. Power Supply shall have battery backup function with an integrated battery charging circuit. The power supply shall have a standard, integrated Fire Alarm Interface (FAI). The power supply shall provide capability for secondary voltage, power distribution, direct lock control and network monitoring through add on modules. The power supply shall be expandable up to 16 individually protected outputs. Output modules shall provide individually protected, continuous outputs and/or individually protected, relay controlled outputs. Network modules shall provide remote monitoring functions such as status reporting, fault reporting and information logging.
 - 1. Provide the least number of units, at the appropriate amperage level, sufficient to exceed the required total draw for the specified electrified hardware and access control equipment.
 - 2. Manufacturers:
 - a. Securitron (SU) - AQL Series.

2.14 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.15 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
 - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 2. DHI TDH-007-20: Installation Guide for Doors and Hardware.
 - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."

4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- D. Push Plates and Door Pulls: When through-bolt fasteners are in the same location as a push plate, countersink the fasteners flush with the door face allowing the push plate to sit flat against the door.
- E. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- F. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

- A. Field Inspection (Punch Report): Reference Division 01 Sections "Closeout Procedures". Produce project punch report for each installed door opening indicating compliance with approved submittals and verification hardware is properly installed, operating and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.
 1. Organization of List: Include separate Door Opening and Deficiencies and Corrective Action Lists organized by Mark, Opening Remarks and Comments, and related Opening Images and Video Recordings.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.

- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

1. Quantities listed are for each pair of doors, or for each single door.
2. The supplier is responsible for handing and sizing all products.
3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.
4. At existing openings with new hardware the supplier shall field inspect existing conditions prior to the submittal stage to verify the specified hardware will work as required. Provide alternate solutions and proposals as needed.

- B. Manufacturer's Abbreviations:

1. MK - McKinney
2. YA - ASSA ABLOY ACCENTRA
3. RF - Rixson
4. RO - Rockwood
5. PE - Pemko
6. SU - Securitron
7. OT - Other

Hardware Sets

Set: 1.0

Doors: 102, 202

Description: SGL - RATED - STORAGE

3 Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D MK 087100
1 Storeroom or Closet Lock	AUCN 8805FL	626 YA 087100
1 Surface Closer	4400	689 YA 087100
1 Kick Plate	K1050 10" high CSK BEV	US32D RO 087100
1 Door Stop	409 or 446 as required	US32D RO 087100
1 Gasketing	S88BL	PE 087100

Set: 2.0

Doors: 101

Description: DBL RATED - STORAGE

6 Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D MK 087100
1 Storeroom or Closet Lock	AUCN 8805FL	626 YA 087100
1 Stile	357	SS PE 087100
1 Surface Bolt	585	626 RO 087100
2 Surface Closer	4400	689 YA 087100
2 Kick Plate	K1050 10" high CSK BEV	US32D RO 087100
2 Door Stop	409 or 446 as required	US32D RO 087100
2 Gasketing	S88BL	PE 087100

END OF SECTION 087100

SECTION 092216 - NON-STRUCTURAL INTERIOR METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Non-load-bearing steel framing systems for interior gypsum board assemblies.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:** Provide materials and construction identical to those tested according to ASTM E 119.
- B. STC-Rated Assemblies:** Provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413.

2.2 FRAMING SYSTEMS

- A. Recycled Content of Steel Products:** Postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.
- B. Steel Studs and Runners:** ASTM C 645.
1. Minimum Base-Metal Thickness: 20 gauge.
 2. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints:** Where indicated, provide one of the following in thickness not less than indicated for studs and in width to accommodate depth of studs:
1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch- (51-mm-) deep flanges, installed with studs friction fit into top runner and with continuous bridging located within 12 inches (305 mm) of the top of studs to provide lateral bracing.
 2. Double-Runner System: ASTM C 645 top runners, inside runner with 2-inch- (51-mm-) deep flanges and fastened to studs, and outer runner sized to friction fit inside runner.
 3. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes due to deflection of structure above.
- D. Firestop Tracks:** Manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.

- E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
 - 1. **Minimum Base-Metal Thickness: 20 gauge (33 mil)**
- F. Cold-Rolled Channel Bridging: Steel, 0.053-inch (1.34-mm) minimum base-metal thickness, with minimum 1/2-inch- (13-mm-) wide flanges.
 - 1. Depth: As indicated on Drawings.
 - 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches (38 by 38 mm), 0.068-inch- (1.72-mm-) thick, galvanized steel.

2.3 AUXILIARY MATERIALS

- A. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
 - 1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C 841 that apply to framing installation.
 - 2. Portland Cement Plaster Assemblies: Also comply with requirements in ASTM C 1063 that apply to framing installation.
 - 3. Gypsum Veneer Plaster Assemblies: Also comply with requirements in ASTM C 844 that apply to framing installation.
 - 4. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.2 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to

terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.

1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
 - a. Install two studs at each jamb unless otherwise indicated.
 - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch (13-mm) clearance from jamb stud to allow for installation of control joint in finished assembly.
 - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
 - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.

END OF SECTION 092216

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Interior gypsum board.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For the following products:
 - 1. Textured Finishes: Manufacturer's standard size for each textured finish indicated and on same backing indicated for Work.

1.3 QUALITY ASSURANCE

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.
- C. Mockups: Before beginning gypsum board installation, install mockups of at least 100 sq. ft. (9 sq. m) in surface area to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Install mockups for the following:
 - a. Each level of gypsum board finish indicated for use in exposed locations.
 - b. Each texture finish indicated.
 - 2. Apply or install final decoration indicated, including painting and wallcoverings, on exposed surfaces for review of mockups.
 - 3. Simulate finished lighting conditions for review of mockups.
 - 4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

PART 2 - PRODUCTS

2.1 INTERIOR GYPSUM BOARD

- A. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. G-P Gypsum.
 - b. National Gypsum Company.
 - c. USG Corporation.
- B. Type X: UL-Classified for application in fire-rated construction.
 - 1. Thickness: 5/8 inch.

2. Long Edges: Tapered.
3. Product Standard: Sheetrock® Firecode® Core Gypsum Panels as manufactured by U.S. Gypsum Company or equal.
4. Shall be used as indicated in construction drawings.
5. **Moisture & Mold resistant**, Type X panels (Sheetrock® Mold Tough™ Firecode®) **to be used in non-conditioned spaces**.

2.2 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
 2. Shapes:
 - a. Cornerbead.
 - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
- B. Reveal Channel: ASTM C 1063.
 1. Material: Extruded aluminum.
 2. Size: 3/4"
 3. Fry Reglet Reveal Channel Screed or Approved Equal.

2.3 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
 1. Interior Gypsum Wallboard: Paper.
 2. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.

PART 3 - EXECUTION

3.1 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- D. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of

partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

3.2 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Ceiling Type: As indicated on Drawings.
 - 2. Impact-Resistant Type: As indicated on Drawings.
- B. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
 - 2. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.

3.3 APPLYING TILE BACKING PANELS

- A. Cementitious Backer Units: ANSI A108.11, at locations indicated to receive tile.
- B. Areas Not Subject to Wetting: Install regular-type gypsum wallboard panels to produce a flat surface except at showers, tubs, and other locations indicated to receive water-resistant panels.
- C. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces

3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners.
 - 2. LC-Bead: Use at exposed panel edges.

3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.

- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below:
 - 1. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in other Division 9 Sections.

3.6 APPLYING TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture matching approved mockup and free of starved spots or other evidence of thin application or of application patterns.
- C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture-finish manufacturer's written recommendations.

3.7 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following exterior substrates:
 - 1. Steel.
 - 2. Galvanized metal.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each finish and for each color and texture required.

1.3 QUALITY ASSURANCE

- A. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.4 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
 - 1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. Colors: To match existing colors and of the following manufacturers, only if manufacturer can show evidence product complies with requirements of the Contract Documents:

1. Sherwin Williams (Basis-of-Design)
2. Benjamin Moore.
3. Devoe Paints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Plaster: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION AND APPLICATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.

C. CMU:

Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 30 days at 75 degrees Fahrenheit. The pH of the surface should be between 6 and 9 unless the products to be used are designed to be used in high pH environments. Fill bug holes, air pockets, and other voids with a patching compound

- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- F. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.3 EXTERIOR PAINTING SCHEDULE

A. Steel Substrates: Semi-Gloss Finish

1. Alkyd System:

- a. Prime Coat: S-W Pro Industrial Bond-Plex, (6.0 mils wet, 3.3 mils dry)
- b. Intermediate Coat: S-W Pro Industrial Waterbased Alkyd Urethane, B53-1150 Series
- c. Top Coat: S-W Pro Industrial Waterbased Alkyd Urethane, B53-1150 Series (5.0 mils wet, 1.7 mils dry per coat)

B. Galvanized-Metal Substrates: Semi-Gloss Finish

1. Latex System: MPI EXT 5.3A.

- a. Prime Coat: S-W Pro Industrial Pro-Cryl Universal acrylic Primer, B66-310 Series (5.0 mils wet, 1.8 mils dry)
- b. Intermediate Coat: S-W Pro Industrial Acrylic Coating, B66-650 Series
- c. Top Coat: S-W Pro Industrial Acrylic Coating, B66-650 Series (6.0 mils wet, 2.1 mils dry per coat)

END OF SECTION 099113

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Steel.
 - 2. Gypsum board.
 - 3. Wood.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each finish and for each color and texture required.

1.3 QUALITY ASSURANCE

- A. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.
 - 2. Apply benchmark samples after permanent lighting and other environmental services have been activated.
 - 3. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.4 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
 - 1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide products listed below by one of the following Manufacturers:
 - 1. Sherwin Williams (Basis-of-Design)
 - 2. Benjamin Moore.
 - 3. Devoe Paints.

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. Colors: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION AND APPLICATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- D. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:
 1. Mechanical Work:
 - a. Uninsulated metal piping.
 - b. Uninsulated plastic piping.
 - c. Pipe hangers and supports.

- d. Tanks that do not have factory-applied final finishes.
 - e. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
 - f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - g. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
2. Electrical Work:
- a. Switchgear.
 - b. Panelboards.
 - c. Electrical equipment that is indicated to have a factory-primed finish for field painting.
- E. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- F. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.3 INTERIOR PAINTING SCHEDULE

A. Gypsum Board Substrates:

- 1. Latex over Latex Sealer System (@ ceilings):
 - a. Prime Coat: S-W ProMar 200 Zero VOC primer, B28W2600 (4.0 mils wet, 1.0 mils dry)
 - b. Intermediate Coat: S-W ProMar 200 Zero VOC Interior Latex Flat, B30-2650 Series.
 - c. Topcoat: S-W ProMar 200 Zero VOC Interior Latex Flat, B30-2650 Series, (4.0 mils wet, 1.6 mils dry per coat)
- 2. Latex over Latex Sealer System (@ walls)
 - a. Prime Coat: S-W ProMar 200 Zero VOC primer, B28W2600 (4.0 mils wet, 1.0 mils dry)
 - b. Intermediate Coat: S-W ProMar 200 Zero VOC Interior Latex Eg-Shel, B20-2600 Series.
 - c. Topcoat: S-W ProMar 200 Zero VOC Interior Latex Eg-Shel, B20-2600 Series, (4.0 mils wet, 1.7 mils dry per coat)

B. Wood Substrates (Painted): Semi-Gloss

- 1. Waterbased acrylic Alkyd over Latex Primer
 - a. Prime Coat: S-W Premium Wall & Wood Primer, B28W8111, (4.0 mils wet, 1.6 mils dry)
 - b. Intermediate Coat: S-W ProMar 200 Waterbased Acrylic Alkyd, B34-8250 Series
 - c. Topcoat: S-W ProMar 200 Waterbased Acrylic Alkyd, B34-8250 Series, (4.0 mils wet, 1.4 mils dry per coat)

END OF SECTION 099123

SECTION 09 67 23 - RESINOUS FLOORING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes the following:
 - 1. Resinous flooring system as shown on the drawings and in schedules.
- B. Related sections include the following:
 - 1. Cast-in-Place Concrete, section 03 30 00
 - 2. Concrete Curing, section 03 39 00

1.3 SYSTEM DESCRIPTION

- A. The work shall consist of preparation of the substrate, the furnishing and application of a self-leveling pigmented epoxy based floor overlay system with urethane topcoat. The system shall have the color and texture as specified by the Owner with a nominal thickness of 100 mils. It shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations.

1.4 SUBMITTALS

- A. Product Data: Latest edition of Manufacturer's literature including performance data and installation procedures.
- B. Manufacturer's Safety Data Sheet (SDS) for each product being used.
- C. Samples: A 3 x 3 inch square sample of the proposed system. Color, texture, and thickness shall be representative of overall appearance of finished system subject to normal tolerances.

1.5 QUALITY ASSURANCE

- A. The Manufacturer shall have a minimum of 10 years experience in the production, sales, and technical support of epoxy and urethane industrial flooring and related materials.
- B. The Applicator shall have experience in installation of the flooring system as confirmed by the manufacturer in all phases of surface preparation and application of the product specified.
- C. No requests for substitutions shall be considered that would change the generic type of the specified System.
- D. System shall be in compliance with requirements of United States Department of Agriculture (USDA), Food, Drug Administration (FDA), and local Health Department.
- E. System shall be in compliance with the Indoor Air Quality requirements of California section 01350 as verified by a qualified independent testing laboratory.
- F. Mock-up: Provide a 4' X 4' mockup to be approved by the owner or owner's representative in writing.
- G. A pre-installation conference shall be held between Applicator, General Contractor and the Owner to review and clarification of this specification, application procedure, quality control, inspection and acceptance criteria and production schedule.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping
 - 1. All components of the system shall be delivered to the site in the Manufacturer's packaging, clearly identified with the product type and batch number.
- B. Storage and Protection

1. The Applicator shall be provided with a storage area for all components. The area shall be between 60 F and 90 F, dry, out of direct sunlight and in accordance with the Manufacturer's recommendations and relevant health and safety regulations.
2. Copies of Safety Data Sheets (SDS) for all components shall be kept on site for review by the Engineer or other personnel.

C. Waste Disposal

1. The Applicator shall be provided with adequate disposal facilities for non-hazardous waste generated during installation of the system.

1.7 PROJECT CONDITIONS

A. Site Requirements

1. Application may proceed while air, material and substrate temperatures are between 60 F and 90 F providing the substrate temperature is above the dew point. Outside of this range, the Manufacturer shall be consulted.
2. The relative humidity in the specific location of the application shall be less than 85 % and the surface temperature shall be at least 5 F above the dew point.
3. The Applicator shall ensure that adequate ventilation is available for the work area.
4. The Applicator shall be supplied with adequate lighting equal to the final lighting level during the preparation and installation of the system.

B. Conditions of new concrete to be coated with epoxy material.

1. Concrete shall be moisture cured for a minimum of 7 days and have fully cured a minimum of twenty eight days in accordance with ACI-308 prior to the application of the coating system pending moisture tests.
2. Concrete shall have a flat rubbed finish, float or light steel trowel finish (a hard steel trowel finish is neither necessary nor desirable).
3. Sealers and curing agents should not to be used.
4. Concrete surfaces on grade shall have been constructed with a vapor barrier to protect against the effects of vapor transmission and possible delamination of the system.

C. Safety Requirements

1. All open flames and spark-producing equipment shall be removed from the work area prior to commencement of application.
2. "No Smoking" signs shall be posted at the entrances to the work area.
3. The Owner shall be responsible for the removal of foodstuffs from the work area.
4. Non-related personnel in the work area shall be kept to a minimum.

1.8 WARRANTY

- A. The Sherwin-Williams Co. warrants that material shipped to buyers at the time of shipment substantially free from material defects and will perform substantially to Sherwin-Williams' published literature if used in accordance with the latest prescribed procedures and prior to the expiration date.
- B. Sherwin-Williams liability with respect to this warranty is strictly limited to the value of the material purchase. One year standard material warranty.

PART 2 – PRODUCTS

2.1 FLOORING

- A. The Sherwin-Williams Co., Resufloor Gard SL (self-leveling), Epoxy-Based seamless flooring system
 1. System Materials:
 - a. Primer: Sherwin-Williams Co., Resufloor Glaze resin and hardener.
 - b. Base Coat: Sherwin-Williams Co., Resufloor Glaze resin, hardener, with aggregates and fillers.
 - c. Topcoat: Sherwin-Williams Co., Resutile AT Gloss resin, hardener and grit.

2. Patch Materials
 - a. Shallow Fill and Patching: Use Sherwin-Williams Co., Resuflor Cove Rez.
 - b. Deep Fill and Sloping Material (over ¼ inch): Use Sherwin-Williams Co., Resuflor Screed.

2.2 MANUFACTURER

- A. The Sherwin-Williams Co., 95 Goodwin Street, East Hartford, CT 06108, Phone: (860) 528-9838, contact_us@dur-a-flex.com
- B. Manufacturer of Approved System shall be single source and made in the USA.

2.3 PRODUCT REQUIREMENTS

A. Primer		Resuflor Glaze	
1.	Percent Solids	56 %	
2.	VOC	2 g/L	
3.	Bond Strength to Concrete ASTM D 4541	550 psi, substrates fails	
4.	Hardness, ASTM D 3363	3H	
5.	Elongation, ASTM D 2370	9 %	
6.	Flexibility (1/4: Cylindrical mandrel), ASTM D 1737 Pass		
7.	Impact Resistance, MIL D-2794	>160	
6.	Abrasion Resistance ASTM D 4060, CS 17 wheel, 1,000 g Load	30 mg loss	
B. Base Coat		Resuflor Gard	
1.	Percent Solids	100 %	
2.	VOC	0 g/L	
3.	Compressive Strength, ASTM D 695	16,000 psi	
4.	Tensile Strength, ASTM D 638	3,000 psi	
5.	Flexural Strength, ASTM D 790	4,000 psi	
6.	Abrasion Resistance, ASTM D 4060 CS 17 Wheel, 1,000 gm load, 1,000 cycles	35 mg loss	
7.	Flame Spread/NFPA-101, ASTM E 84	Class A	
8.	Flammability, ASTM D 635	Self Extinguishing	
9.	Impact Resistance MIL D-3134	Pass	
10.	Water Absorption. ASTM D 570	0.04 %	
11.	Potlife @ 70 F	20-25 minutes	
C. Topcoat		Resutile AT	
1.	Percent Solids	95.2 %	
2.	VOC	0 g/L	
3.	Tensile Strength, ASTM D 2370	7,000 psi	
4.	Adhesion, ASTM 4541	Substrate Failure	
5.	Hardness, ASTM D 3363	>4H	
6.	60 ⁰ Gloss ASTM D 523	Satin 50+/-10	Gloss 70+/-10
7.	Abrasion Resistance, ASTM D4060 CS 17 wheel (1,000 g load) 1,000 cycles	Gloss 4 Satin 8	mg loss with grit
		10 12	mg loss without grit
8.	Pot Life, 70 F, 50% RH	2 Hours	
9.	Full Chemical Resistance	7 days	

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas and conditions, with Applicator present, for compliance with requirements for maximum moisture content, installation tolerances and other conditions affecting flooring performance.
 - 1. Verify that substrates and conditions are satisfactory for flooring installation and comply with requirements specified.

3.2 PREPARATION

- A. General
 - 1. New and existing concrete surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae growth, laitance, friable matter, dirt, and bituminous products.
 - 2. Moisture Testing: Perform tests recommended by manufacturer and as follows.
 - a. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 80% relative humidity level measurement.
 - b. If the relative humidity exceeds 80% then Sherwin-Williams Co., Resuprime MVP Primer moisture mitigation system must be installed prior to resinous flooring installation. Slab-on grade substrates without a vapor barrier may also require the moisture mitigation system.
 - 3. There shall be no visible moisture present on the surface at the time of application of the system. Compressed oil-free air and/or a light passing of a propane torch may be used to dry the substrate.
 - 4. Mechanical surface preparation
 - a. Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surface and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a profile of CSP 3-4 as described by the International Concrete Repair Institute.
 - b. Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.
 - c. Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum 1/4 inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.
 - d. Cracks and joints (non-moving) greater than 1/8 inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.
 - 5. At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch per manufactures recommendations.

3.3 APPLICATION

- A. General
 - 1. The system shall be applied in four distinct steps as listed below:
 - a. Substrate preparation
 - b. Priming
 - c. Base coat application.
 - d. Topcoat application
 - 2. Immediately prior to the application of any component of the system, the surface shall be dry and any remaining dust or loose particles shall be removed using a vacuum or clean, dry, oil-free compressed air.
 - 3. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's recommendations.
 - 4. The system shall follow the contour of the substrate unless pitching or other leveling work has been specified by the Architect.
 - 5. A neat finish with well-defined boundaries and straight edges shall be provided by the Applicator.
- B. Primer
 - 1. The primer shall be Resuflor Glaze Primer that is mixed per the manufacturer's instructions.

2. The primer shall be applied by 1/8 inch notched squeegee at a rate of 200 sf/gal for a wet film thickness of 8 mils. Immediately back-roll with a 3/8" nap roller.

C. Base Coat

1. The base coat shall be comprised of three components, a resin, hardener, aggregate and fillers as supplied by the Manufacturer.
2. The resin shall be added to the hardener and thoroughly mixed into which the aggregate and fillers are added and mixed by suitably approved mechanical means.
3. The base coat shall be applied over horizontal surfaces using "v" notched squeegee to yield a thickness of 100 mils. The area is then backed rolled with a plastic spiked roller to ensure even distribution of aggregates.

D. Topcoat

1. The topcoat of Resutile AT shall be roller applied at the rate of 500 sf/gal to yield a dry film thickness of 3 mils.
2. The topcoat shall be comprised of a liquid resin, hardener and grit that is mixed per the manufacturer's instructions.
3. The finish floor will have a nominal thickness of 100-110 mils.

3.4 FIELD QUALITY CONTROL

A. Tests, Inspection

1. The following tests shall be conducted by the Applicator:
 - a. Temperature
 1. Air, substrate temperatures and, if applicable, dew point.
 - b. Coverage Rates
 1. Rates for all layers shall be monitored by checking quantity of material used against the area covered.

3.5 CLEANING AND PROTECTION

- A. Cure flooring material in compliance with manufacturer's directions, taking care to prevent their contamination during stages of application and prior to completion of the curing process.
- B. Remove masking. Perform detail cleaning at floor termination, to leave cleanable surface for subsequent work of other sections.

SECTION 104042 – ROOM SIGNS, WAYFINDING, & GRAPHICS

PART 1 GENERAL

.1 SUMMARY

- A. Related Documents: Provisions established within the General and Supplementary Conditions of the Contract, Division 1 General Requirements, and the Drawings are collectively applicable to this Section.
- B. Section Includes:
 - 1. Exterior Applied Door Vinyl
 - 2. Interior ADA Signage
 - 3. Exterior Building Entry Panel
 - 4. Exterior Double Post & Panel w/ Vinyl Text
 - 5. Exterior Metal Building Logo, of Metal Fabrication
 - 6. Exterior Cut Letters, of Metal Construction
 - 7. Exterior Illuminated Pylon Cabinet Faces, of Metal Fabrication

.2 QUALITY ASSURANCE

- A. **Supplier: Obtain all signage products in this and other signage specifications through a single supplier from a single manufacturer.**
- B. Regulatory Requirements: Products shall meet requirements of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) and local amendments and modifications.
- C. Installer: Installation shall be performed by installer specialized and experienced in work similar to that required for this project.
- D. **Sign supplier to provide ONLINE REORDER website for use by owner to order additional signs. Reorder website to include sign descriptions, sign drawings & sign cost.**

.3 SUBMITTALS

- A. Submit in accordance with requirements of Division 1.
- B. Product Data: Submit product data for specified products. Include material details for each sign specified.
- C. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including dimensions, anchorage, and accessories.
- D. Samples: Submit supplier's standard color chart for selection purposes and selected colors for verification purposes.
- E. Installation: Submit supplier's installation instructions.
- F. Closeout Submittals:
 - 1. Submit operation and maintenance data for installed products, including precautions against harmful cleaning materials and methods.
 - 2. Submit warranty documents specified herein.

.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of Division 1.
 - 1. Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
 - 2. Deliver products in manufacturer's original, unopened, undamaged containers with identification labels intact.
 - 3. Store products protected from weather, temperature, and other harmful conditions as recommended by supplier.
 - 4. Handle products in accordance with manufacturer's instructions.

.5 WARRANTY

- A. Project Warranty: Comply with requirements of Division 1.
- B. Manufacturer's Warranty: Submit manufacturer's standard warranty document executed by authorized company official.
 - 1. Warranty Period: One year from product ship date.

PART 2 PRODUCTS

.1 SIGNAGE SYSTEMS

- A. Acceptable Manufacturers:
- B. The following manufacturer and product is used as a basis of design and are Prior Approved:
 - 1. ASI Signage Innovations,
 - 520 Commerce Pt. Harahan, Louisiana 70123;
 - (504) 704 1000 telephone; (504) 704 1006 facsimile.
 - Contact: Emily Hebert (337) 517-9451.
 - Emily.Hebert@asisignage.com
 - a. Acceptable Product:
 - 1) ASI LTV Series Cut Vinyl
 - 2) ASI 3D Series Unframed ADA Sign Panel
 - 3) ASI 250 Series Double Sided Projection Mount Sign
 - 4) ASI PMA Series Cut Acrylic Panel with Vinyl Letters
 - 5) ASI Compass Series Double Post & Panel
 - 6) ASI LF Series Fabricated Metal Logo
 - 7) ASI LPS Series Cut Metal Letters
 - 8) ASI Legacy Series Illuminated Flex Face Cabinet Faces
 - 2. Sign Type Descriptions
 - a. ASI LTV Series Cut Vinyl Logo & Text
 - 1) Material: 2 mil cast vinyl film, integral color throughout.
 - 2) Size: 7-1/2”h “Fletcher” Logo & 1”h Building Name
 - 3) Letterstyle: to match Fletcher Signage Standard
 - 4) Color: To be selected from manufacturer’s standards by Architect
 - 5) Layout: To be determined
 - 6) Mounting: Applied first surface to glass entry door
 - b. ASI 3D Form Series Unframed ADA Tactile & Braille Sign Panel
 - 1) Face Depth: 1/4” inch thickness Acrylic with Flat Polished Edges. Subsurface painted.
 - 2) Surface Texture: **Smooth Texture** with non glare finish.
 - 3) Letter style[s], and size[s] and layout position: [Specify from manufacturer's standard letter styles and color charts.]
 - 4) Sign Face: High impact cast matte acrylic, 3D printed text and braille. Utilize direct to substrate UV-LED flatbed printer and silicon-based print head. UV-LED curable inks with full CMYK & white ink instantly cured for precise ADA compliance.
 - 5) Tactile Graphics and Text: Provide tactile copy and grade 2 Braille raised 1/32 inch minimum from plaque surface using manufacturer’s 3D printed process.
 - 6) Raised text is integrally colored and 3D printed into face background w/ logo. Provide tactile copy and grade 2 Braille raised 1/32 inch minimum from plaque surface using manufacturer’s 3D printed process.
 - i) Provide lettering and graphics precisely formed, uniformly opaque to comply with relevant ADA regulations and requirements indicated for size, style, spacing, content, position, and colors. Text should have matte gloss level and square shoulders.

- ii) Colors: Background color is second surface painted. Text Color is integrally colored and printed first surface. Silkscreened text is not allowed.
 - iii) Cast acrylic sheet to be laser cut to shape after painting to allow for clear polished edges.
 - iv) First surface painted signs and sandblasted sign faces are not allowed.
 - 7) Corner Shape: Radius
 - 8) Mounting: Tape Mounted
 - 9) Sign Types
 - i) Sign Type 1.0 Room ID - 6"h x 6"w x 1/8"thick Acrylic Panel w/ 2-1/2"h paper insert & 1/8" thick Acrylic Backer.
 - ii) Sign Type 2.0 Restroom ID – 8"h x 6"w x 1/4" thick Acrylic Panel at every restroom entrances as required.
 - iii) Sign Type 10.0 Exit ID – 3"h x 6"w as required by local codes at every exit.
 - 10) Include Exterior Room ID sign that is exterior rated; ASIntac Series Tactile & Braille for exterior sprinkler room.
- c. ASI 250 Series Double Sided Projection Mount Sign
- 1) Face Depth: (2) 1/8" thickness acrylic with flat polished edges. Subsurface painted w/ 1/2"thick acrylic panel core.
 - 2) Surface texture: smooth texture w/ non-glare finish.
 - 3) Corner Shape: square & radius.
 - 4) Sign Types:
 - i) Sign Type 6.0 Restroom Flag ID - (2) 12-1/2"h x 10-1/4"w x 1/4" thick Acrylic Panel Face & (1) 14-1/2"h x 9-3/4"w x 1/4" thick Acrylic Backer w/ First Surface 3D Printed Flat Text.
- d. ASI PMA Series Cut Acrylic Panel with Vinyl Letters
- 1) Face Depth: 1/4" inch thickness Acrylic with Flat Polished Edges. Subsurface painted.
 - 2) Surface Texture: **Smooth Texture** with non glare finish.
 - 3) Letter style[s], and size[s] and layout position: [Specify from manufacturer's standard letter styles and color charts.]
 - 4) Sign Face: High impact cast matte acrylic
 - 5) Overall Size - 36"h x 18"w x 5/8" thick
 - 6) ASI SPE Series Cut Out Acrylic Inserts
 - i) (1) 9"h x 18"w x 1/4" thick - Fletcher Logo
 - ii) (1) 6"h x 18"w x 1/4" thick – Hours
 - iii) (3) 6"h x 18"w x 1/4" thick – Regulations
 - iv) 36"h x 18"w x 1/4" thick Acrylic Backer
 - v) Corner Shape: square & radius.
 - vi) Mounting - Screw Mounted to Metal Building
- e. ASI Compass Series Double Post & Panel - Single Sided
- 1) Header Panel - (1) 16"h x 50"w
 - 2) Secondary Panel - (2) 6"h x 50"w
 - 3) Panel Construction: 1/8" aluminum face w/ 2x2 aluminum tube frame, bonded to a rigid, extruded aluminum post. Panel shall be attached flush to post with no visible screws, fasteners or retainer lip.
 - 4) Panel Finish: Satin matte polyurethane coating, with maximum gloss of 15 degrees, in panel color indicated in schedule. Panels shall be smooth, and free of scratches, blemishes or other imperfections.
 - 5) Posts: 55"h x 6-7/8"w w/ ground sleeved
 - i) 1/8" thick wall, extruded aluminum posts with permanent cap.
 - 6) Color: All colors will be selected during submittal phase from manufacturers standard palette.
 - 7) Graphics:
 - i) Fabrication: Provide vinyl style graphics as indicated on drawings.

- ii) Lettering: Provide size, colors, and type styles indicated on drawings and sign schedules. Provide computer generated, accurately reproducing letterform, and be executed in a clean, precise manner.
- 8) Mounting Method:
 - i) Flange Mount to Existing Concrete Pad
 - ii) Post Configuration: Double Post
- f. ASI LF Series Fabricated Metal Logo
 - 1) Logo Size - 96"h x 88-5/8"w x 3" thick Fabricated Aluminum
 - 2) Panel Construction: 1/8" aluminum face w/ 3x3 aluminum tube & angle, bonded to a rigid, extruded aluminum tube. Panel shall be attached flush to return with no visible screws, fasteners or retainer lip.
 - 3) Panel Finish: Satin matte polyurethane coating, with maximum gloss of 15 degrees, in panel color indicated in schedule. Panels shall be smooth, and free of scratches, blemishes or other imperfections.
 - 4) Mounting Method:
 - i) Stud Mounted to Corrugated Metal Building
- g. ASI LPS Series Cut Metal Letters w/ Bottom Bar
 - 1) Solid Cut Out aluminum **Aviation Facility** letters mounted to roof:
 - i) Letter style: To match logo and letters.
 - ii) Letter Cap Height: 12"h Letters
 - iii) Letter Depth: 3/8" thick
 - iv) Finish: Painted (1) ASI Standard Color.
 - v) Mounting Method: **Bottom Bar** Mounted w/ 3/8" thick Aluminum Plate to Metal Canopy
- h. ASI Legacy Series Illuminated Flex Face Cabinet Faces
 - 1) Size/Depth: (2) 95"h x 85"w x 4" deep
 - 2) Finish: Face – Flex-Face Tensioned Fabric w/ Digitally Printed Graphics; Returns – Painted Aluminum
 - 3) Face-Lit AND Halo-Lit Logo w/ Continuous Strands of Bright White LED's, UL Listed, 120. Remote Transformer. Signage installer must have direct access behind wall to gather wires to accessible location.
 - 4) (2) layers of 3/4" Plywood Blocking req'd by GC at full extent of sign.
 - 5) Mounted w/ Clips Along Perimeter of Sign

.2 INSTALLATION METHOD

- A. Tape Mount or Screw Mount with counter sunk holes and silicone. Signs on glass to have vinyl backer. All others to be screw mounted. Backer to have countersunk holes with face piece tape mounted over backer to conceal mounting.

.3 FABRICATION - GENERAL

- A. General: Comply with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction.
- B. Preassemble signs in the shop to the greatest extent possible to minimize field assembly. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in a location not exposed to view after final assembly.
- C. Conceal fasteners if possible; otherwise, locate fasteners to appear inconspicuous.
- D. Form panels to required size and shape. Comply with requirements indicated for design, dimensions, finish, color, and details of construction.
- E. Coordinate dimensions and attachment methods to produce message panels with closely fitting joints. Align edges and surfaces with one another in the relationship indicated.

PART 3 EXECUTION

.1 EXAMINATION

- A. Site Verification of Conditions: Verify installation conditions previously established under other sections are acceptable for product installation in accordance with manufacturer's instructions.
- B. Scheduling of installation by Owner or its representative implies that substrate and conditions are prepared and ready for product installation. Proceeding with installation implies installer's acceptance of substrate and conditions.

.2 INSTALLATION

- A. Install product in accordance with supplier's instructions.
- B. Install product in locations indicated using mounting methods recommended by sign manufacturer and free from distortion, warp, or defect adversely affecting appearance.
- C. Install product level, plumb, and at heights indicated.
- D. Install product at heights to conform to Americans with Disabilities Act Accessibility Guidelines (ADAAG) and applicable local amendments and regulations.
- E. Install signs within the following tolerances and in accordance with manufacturer's recommendations:
 - 1. Interior Signs: Within 1/4 inch vertically and horizontally of intended location.

.3 CLEANING, PROTECTION, AND REPAIR

- A. Repair scratches and other damage which might have occurred during installation. Replace components where repairs were made but are still visible to the unaided eye from a distance of 5 feet.
- B. Remove temporary coverings and protection to adjacent work areas. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance. Remove construction debris from project in accordance with provisions in Division 1.

.4 SIGN SCHEDULE

- A. Schedule: Refer to signage schedule and Drawings for sizes, locations, and layout of signage types, sign text copy, and graphics.

END OF SECTION

SECTION 105300 - ALUMINUM WALKWAY COVERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.
- B. Refer to Drawings for certain sections of canopies to contain removable sections. Any custom design and fabrication elements required to accommodate removable sections shall be included in this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. New aluminum columns, decking and fascia/gutter.
 - 2. Miscellaneous sheet metal flashing.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data and Accessories: Manufacturer's technical product data, installation instructions and general recommendations for each specified product.
- C. Shop drawings showing profiles, methods of joining, anchorages details, and engineering calculations and documentations that canopy has been designed to withstand wind speeds of 153 m.p.h., Risk Category II, Exposure C.
- D. Certification: Submit design calculations signed by a Registered Professional Engineer, licensed in the project state. Design calculations shall state that the protective cover system design complies with the wind requirements of ASCE 7-10, the stability criteria of applicable building code, including the structural requirements of canopy-hung supporting utilities, and all other governing criteria.

PART 2 - PRODUCTS

2.1 DESIGN

- A. Protective cover shall be all welded extruded aluminum system complete with internal drainage. Non-welded systems are not acceptable.
- B. Roll formed deck is not acceptable. Expansion joints shall be included to accommodate temperature changes of 120oF. Expansion joints shall have no metal to metal contact.

2.2 MATERIALS

- A. Aluminum Members: All sections shall be extruded aluminum 6063 alloy, heat treated to T-6 temper.

- B. Fasteners: Fasteners shall be aluminum, 18-8 stainless steel or 300 series stainless steel.
- C. Protective Coating: Aluminum columns embedded in concrete shall be protected by clear acrylic.
- D. Grout: Grout shall be 2000 p.s.i. compressive strength, 1 part Portland cement and 3 parts masonry sand. Add water to produce pouring consistency.
- E. Gaskets: Gaskets shall be dry seal santoprene pressure type.
- F. All column, beam, deck, and flashing component finishes shall be Class 1 color anodized finish complying with AA-M12C22A42/A44 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte) complying with AAMA 611
 - 1. Color shall be selected from manufacturer's full range of standard and "premium" finishes.

2.3 COMPONENTS

- A. Posts: Extruded aluminum 4" X 4" X .15" by one of the following:
 - 1. Peachtree Protective Covers (Basis of Design)
 - 2. Allstate Canopies & Rooms, LLC, Hammond, LA
 - 3. AVAdek; Houston, TX
 - 4. Ditt-Deck
 - 5. Gulf South Metals, Foley, AL
 - 6. Mason Corporation, Birmingham, AL
 - 7. Perfection Architectural Systems, Inc.
 - 8. Superior Metal Products Co.
 - 9. Tennessee Valley Metals, Inc., Oneonta, AL
 - 10. E. L. Burns Co., Inc.
- B. Drain Beams: Extruded aluminum 6" x 6" x 0.156" (min. thickness).
- C. Non-Drainage Beams (rectangular): 6" x 6" x 0.156" (min. thickness).
- D. Panels: Extruded aluminum *300 Series* (6" X 3" X .090") by Peachtree Protective Covers, equal products by other manufacturers listed above.
- E. Fascia: Extruded aluminum as recommended by manufacturer.
- F. Fasteners: Stainless steel as recommended by manufacturer.

PART 3 - EXECUTION

- A. Install new materials in accordance with manufacturer recommendations and shop drawings. Install in concrete footings in accordance with manufacturer's recommendations.

END OF SECTION 105300

SECTION 22 00 00 MECHANICAL - PLUMBING - GENERAL CONDITIONS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. The General Conditions of these Specifications, along with Special Provisions, Information to Bidders, and any other pertinent information and documents shall apply the same as if repeated herein.

1.2 DIVISION 22 SECTIONS

- A. Division 22 is divided into Sections for convenience purposes.

- 22 00 00 - Plumbing General Conditions
 - 22 01 00 - Plumbing General Purpose

1.3 DRAWINGS

- A. Plans and detailed sketches are submitted to limit, explain and define conditions, specified requirements, pipe sizes, and manner of erecting Work. Structural or other conditions may require certain Modifications from the manner of installation shown, and such deviations are permissible and shall be made as required, but specified sizes and requirements necessary for satisfactory operations shall remain unchanged. It may be necessary to shift ducts or pipes or to change the shape of the ducts, and these changes shall be made as required. All other changes must be referred to the Architect for approval before proceeding. Extra charges will not be allowed for these changes.
- B. The Contractor should realize that the Drawings could delve into every step, sequence of operation necessary for the completion of the Project without drawing on the Contractors experience or ingenuity. However, only typical Details are shown on the Drawings. In cases where the Contractor is not certain about the method of installation of his Work, he shall ask for Details. Lack of Details will not be an excuse for improper installation.

1.4 QUALITY ASSURANCE

- A. All materials, equipment, and accessories installed under this Contract shall conform to all rules, codes, etc. as recommended by National Associations governing the manufacturer, rating and testing of such materials, equipment, and accessories. All materials must be new, of the best quality and first class in every respect. Whenever directed by the Architect, the Contractor shall submit a sample for approval before proceeding.

- B. This Contractor shall protect the entire system and all parts thereof from injury, throughout the progress and up to the acceptance of the Work. Failure to do so shall be sufficient cause for the Architect to reject any piece of equipment.
- C. Where local laws or regulations provide that certain accessories such as gauges, thermometers, relief valves, and parts to be installed on equipment, it shall be understood that such equipment shall be furnished complete with the necessary accessories whether or not called for in these Specifications.

1.5 MANUFACTURER, TRADE NAMES, AND EQUIVALENCY REVIEW

- A. Whenever manufacturers or trade names are mentioned in these Specifications or Plans, the words "or equivalent" shall be assumed to follow whether or not so stated. Manufacturers or trade names are used to establish a standard of quality only and should not in any way be construed to infer a preference.
- B. The name of a certain brand, make, manufacturer, or product is to denote the quality standard desired, but does not restrict bidders to that brand, make, manufacturer or product. The purpose is to convey to bidders the general style, type, character, and quality of product desired, and it shall therefore be regarded merely as a standard.
- C. See Architectural Section of Specifications for Time Limit Requirements and Equivalency Requirements for Equivalency Review.

1.6 A.S.M.E.

- A. All unfired pressure vessels shall be built in accordance with A.S.M.E. Code and so stamped. Furnish shop certificates for each vessel.

1.7 PAINTING

- A. All painting shall be by the General Contractor's Painting Subcontractor. All pipe, pipe covering, ducts, equipment, supports, hangers, etc. exposed in building or in mechanical equipment room shall be painted.

1.8 FILL AND CHARGES FOR EQUIPMENT

- A. Fill and charge the materials or chemicals all devices or equipment required to comply with manufacturer's guarantee or required for proper operation of the equipment.

1.9 LAWS AND CODES

- A. The entire Mechanical Work shall comply with the rules and regulations of the

City, Parish, and State in which this Project is being constructed, including the State Fire Marshal and State Board of Health. All Modifications required by these authorities shall be made without additional charge to the Owner. The Mechanical Contractor shall report these changes to the Architect and secure his approval before Work is started.

- B. Plumbing system shall be installed to meet the requirements of the local authority having jurisdiction. Verify connection type required by the local authority having jurisdiction before bid and installation. Install plumbing as a vertical system if required. If not required to be vertical connection it can be installed with horizontal connections on branch piping if allowed by the local authority having jurisdiction.
- C. In addition to the codes heretofore mentioned, all Mechanical Work and Equipment shall conform to the applicable portions of the following specifications, codes, and regulations:
 - 1. American Society of Heating, Refrigeration and Air Conditioning Engineers
 - 2. National Electrical Code
 - 3. National Fire Protection Association
 - 4. American Society of Mechanical Engineers
 - 5. International Building Code
 - 6. International Mechanical Code
 - 7. International Plumbing Code
 - 8. Louisiana Title 51, Public Health – Sanitary Code
 - 9. Louisiana State Uniform Construction Code Council – Code Amendments to Codes and Standards

1.10 UTILITIES

- A. The location and elevations of all utilities are based on available surveys and utility maps and are reasonably accurate. However, they shall serve as a general guide only, and the Contractor shall visit the site and verify the location and elevation of all services to his own satisfaction, in order to determine the amount of Work required for the execution of the Contract.
- B. In case major changes are required, this fact, together with the reasons therefore, shall be submitted to the Architect in writing, not less than seven (7) days before the date of bidding. Failure to comply with this requirement will make the Contractor liable for any changes, additions, and expense necessary for the successful completion of the Project.
- C. Cutting and patching of all streets, walks, and other paved areas necessary for the successful completion of this Contract shall be included in this Contract.

- D. The Contractor shall contact the various utility companies, determine the extent of their requirements, and he shall include in his bid all lawful fees and payments required by these companies for service connections, extensions from mains to meters, street patching, etc. Meter Deposits, Costs, etc. by this Contractor, to be placed in Owner's Name at Project completion.

1.11 PERMITS AND INSPECTIONS

- A. Secure all permits and inspections and pay fees for permits and inspections necessary for completion and acceptance of Work. Notify Architect and proper authorities in ample time when any Work is ready for inspection. Obtain certificates of inspection and approval from inspection agencies having jurisdiction.

1.12 VISIT TO JOB SITE

- A. Visit and examine Project Site prior to bid opening to determine all conditions which may affect the Work. Notify Architect, in writing, seven (7) days prior to opening of bids of any discrepancies. No additional compensation will be allowed for failure to visit Project Site.

1.13 SHOP DRAWINGS/SUBMITTALS

- A. Before proceeding with Work and/or within thirty (30) days after award of the General Contract for this Work, the Mechanical Contractor shall furnish to the Architect complete Shop Drawings of such apparatus, equipment, controls, insulation, fixtures, etc. to be provided in this Project. These Drawings shall give dimensions, weights, mounting data, performance curves and other pertinent information.
- B. Architect's approval of Shop Drawings shall not relieve the Contractor from the responsibility of incorrectly figure dimensions, or any other errors that may be contained in these Drawings. The omission from the Shop Drawings of any materials shown on the Contract Drawings or specified, even though reviewed by the Engineer, shall not relieve this Contractor from furnishing and erecting same.
- C. Seven (7) sets of prints of Shop Drawings or Submittals shall be submitted or a PDF set if digital to the Architect for approval. Any Drawings disapproved shall be resubmitted. Submit all Shop Drawings at the same time. No separate items will be accepted.

1.14 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Provide Owner with three (3) copies of printed instructions with digital in PDF format on three (3) flash drives, indicating various pieces of equipment by name and model number, serial number, complete with parts list and maintenance and

repair instructions. This information shall be bound in ring binder notebooks and on the USB flash drives. Substantial Completion of the Project will not be recommended without compliance with this paragraph.

1.15 RECORD DRAWINGS

- A. Contractor shall furnish a complete set of Drawings which shall be marked up by the Contractor as Work progresses to reflect all items of installation which differ from Work shown on Contract Documents. Record Drawings shall be neatly done, not sketchy or free-hand. Final payment will be withheld until Drawings are furnished.

1.16 GUARANTEE

- A. The Contractor shall guarantee all materials, equipment and workmanship for a period of one (1) year from the date of final acceptance of the Project. This guarantee shall include the furnishing of all labor and materials necessary to make any repairs, adjustments, or replacements of any equipment, parts, etc., necessary to restore the Project to first class condition.
- B. Should the Contractor's office be in excess of a 50 mile radius of this Project, he shall appoint a local, qualified Contractor to perform any emergency repairs and adjustments required during the guaranteed period. The Contractor appointed to provide emergency services shall be submitted to the Architect for his approval.

PART 2 PRODUCTS

2.1 MACHINERY GUARDS

- A. This Contractor shall provide V-belt guards for each V-belt drive or other hazardous drive. Guard shall enclose drive entirely and shall have holes for taking tachometer readings. All guards shall meet OSHA requirements.

2.2 ACCESS PANELS

- A. Furnish and install access panels where valves, dampers, etc. are concealed in walls, ceilings, or floors, or otherwise inaccessible. Panels shall be Milcor, Karp, Williams, or equivalent, sized as required and furnished with prime coat finish. Plastic panels are not allowed. Any access panels on the building exterior shall be stainless steel rated to meet wind loads as indicated in construction documents. Final painting shall be done by the General Contractor. Access panels in rated walls or ceilings shall meet the rating of the wall or ceiling. Walls in secure areas or in public areas shall be lockable with two sets of keys for each access panel installed.

2.3 HANGERS AND MISCELLANEOUS

- A. This Contractor shall furnish and install all escutcheons, inserts, thimbles, hangers, etc. required for the proper support and installation of his equipment and piping. Cooperate with other Trades in locating and placing these items.
- B. Provide sleeves for all pipes passing through walls, floors, beams, etc. Sleeves passing through structural members shall be of cast iron or Schedule 40 steel pipe exterior wall shall be sleeved with stainless steel pipe. Sleeves passing through non-structural walls or floors shall be 22 gauge galvanized iron. Joints between sleeves and pipes passing through floors shall be made watertight with plastic materials. Where pipes pass through waterproofing members, flashing and sleeves shall be installed.
- C. Provide Grinnell, PHD or equivalent malleable iron split ring hangers with rod supports throughout. Strap hangers or wire will not be accepted. Maximum spacing of hangers shall be as follows:
 - 1. Copper- 1/2" & 3/4" - 4'-0" o.c. max.
 - 1" thru 1 1/2" - 5'-0" o.c. max.
 - 2" and above - 6'-0" o.c. max.
 - 2. Iron
 - 1/2" thru 1" - 4'-0" o.c. max.
 - 1 1/4" thru 2 1/2" - 5'-0" o.c. max.
 - 3" and above - 6'-0" o.c. max.
 - 3. PVC and other plastic - 4'-0" o.c. max., all sizes. Pex Piping shall use extended saddles for additional support.
- D. On all piping below pile supported slabs provide and install with stainless steel rods to suspend piping below the slab. Install with stainless steel looped around the pipe and twist onto itself without distorting the pipe and with stainless steel extended saddles. Route rod straight up into rebar mat and tie into mat to prevent pull out of the rod from the mat. All stainless steel rods and saddles shall be of the type 316 stainless steel. Hangers shall be spaced no more than 3'-0" on center and at any change in direction and at all directions on a branch connection.
- E. On above grade piping provide galvanized iron shields between hangers and pipe covering.
- F. Provide Grinnell, PHD or equivalent heavy steel riser clamps on vertical risers at floors to support pipes.
- G. Provide Crane 10B or C chrome plated brass escutcheons wherever pipes pass through floors, walls, or ceilings, in exposed or finished areas.

- H. All piping projected from chases shall be rigidly supported by walls of chase. Loosely supporting fixtures or accessories will not be accepted.
- I. On all penetrations through fire, smoke, or smoke/fire rated walls, floors, roofs or ceilings provide and install fire / smoke stop materials/systems to maintain rating of the construction. Fire and smoke ratings of any penetration shall maintain the fire and smoke rating of the structure per NFPA.
- J. On All sanitary sewer piping on pile supported slabs provide and install at perimeter of the slab a swing joint in the piping to prevent shearing of the pipe and allow for extended drop in the pipe outside of the slab area. Secure to prevent displacement on the slab side of the pipe. Install offsets in domestic water to allow expansion of the piping at the perimeter of the slab.

2.4 VALVES AND UNIONS

- A. Furnish and install all valves, unions, stops, connections, etc. shown on Plans and necessary to make complete system in working order. Provide valves on inlet and outlet of all equipment and fixtures and on branch lines to fixtures or groups of fixtures. Provide valve in main water line.

- B. Valves and unions shall be as follows unless noted elsewhere:

<u>Copper Pipe</u>	<u>2" and less</u>	<u>Over 2"</u>
gate valve	Hammond 607	Hammond IR-1138
globe valve	Hammond 424	Hammond IR-126
check valve	Hammond 915	Hammond IR-1124
ball valve	Apollo 70	Apollo 70
 <u>Iron Pipe</u>	 <u>2" and less</u>	 <u>Over 2"</u>
gate valve	Hammond 606	Hammond IR-1138
globe valve	Hammond 404	Hammond IR-126
check valve	Hammond 903	Hammond IR-1124
ball valve	Apollo 70	Apollo 70

- C. All valves, cocks, unions, etc. where pipe is chrome plated shall have similar finish. All exposed supplies to plumbing fixtures shall be chrome plated.
- D. Valves - all ball valves shall have extended stems to allow for insulation thickness.

2.5 MOTORS, STARTERS, AND ELECTRICAL WORK

- A. The Mechanical Contractor shall furnish all motors for each piece of motor-driven equipment, unless shown otherwise. The Mechanical Contractor shall furnish these pieces of equipment to the Electrical Contractor, complete with all required

diagrams, etc. for his installation.

- B. The Electrical Subcontractor shall do all line voltage wiring required for the installation of the mechanical equipment, including interlocking, power wiring, etc. All Work shall be in accordance with the National Electrical Code requirements wiring workmanship, etc. as called for in the Electrical Specifications. The Mechanical Contractor shall provide approved wiring diagrams of all equipment, controls, etc. to the Electrical Contractor for his installation of the line voltage equipment. Low voltage control wiring shall be provided and installed under Mechanical. Coordinate all Work to provide a complete system in working order.
- C. All motors for the mechanical equipment shall be of the 40°C rise type and shall be furnished and installed by the Mechanical Contractor. All motors shall be wound for plus or minus 10% of specified voltage. All equipment/motors shall meet the efficiency requirements of current energy codes.
- D. Motors 1/2 HP and smaller shall be 120 volt, single phase, 60 cycle, and motors above 1/2 HP shall be three phase, 60 cycle, unless noted otherwise on Plans or hereinafter.
- E. All electrical equipment shall have Underwriters' Label and shall meet the standards of the National Electrical Code and N.E.M.A.
- F. Equipment disconnects, VFDs, and starters shall be furnished by the Mechanical Contractor and installed by the Electrical Contractor. Coordinate requirements of the VFDs with the Building Automation Subcontractor prior to bid. All equipment shall meet the requirements of the environment in which it is installed (exterior / wet installation shall be NEMA 4 rated). Kitchen hood system disconnects and controls shall be as noted on plans and provided with interconnection points for connection into fire suppression, shunt trip, and alarm systems.

PART 3. EXECUTION

3.1 SUPERVISION

- A. The Contractor shall provide competent supervision of the Work from beginning to completion and final acceptance. To the best of his ability, he shall keep the same foreman and workmen through the Project duration.
- B. During the progress of the Work, it shall be subject to observation by the representative of the Architect and/or Engineer, and at these specified times, the Contractor shall furnish any requested or required information.

3.2 PROTECTION OF WORK

- A. Contractor shall protect all equipment, fixtures, and Work from damage. Damaged Work will be rejected and replaced at the expense of the Contractor.
- B. Where possible, all rooms containing new fixtures shall be kept locked until the building is turned over to the Owner. Immediately after installation of each fixture it shall be covered with a fixture protector.
- C. Piping shall be racked and handled in a manner to prevent entrance of dirt and foreign matter. Open pipe ends shall be plugged or capped before and during erection. Plugs on the open end may be removed to connect piping but shall have plugs reinstalled as soon as possible. This work includes also piping being installed in a trench.

3.3 FOUNDATION AND SUPPORT

- A. This Contractor shall furnish and install all foundations and supports required for all his equipment, unless indicated otherwise on Drawings.

3.4 GROUNDS AND CHASES

- A. This Contractor shall see that all required chases, grounds, holes and accessories necessary for the installation of this Work are properly built in as the Work progresses; otherwise, he shall bear the cost of providing same.

3.5 CUTTING AND BORING

- A. Wall, roof, and floor penetrations, if not pre-sleeved by the Mechanical Contractor, shall be by the Mechanical Contractor. Use only Boring apparatus for penetrations. No jack-hammering allowed. Roto-hammers may only be utilized for pilot holes and no larger than 1/2"

3.6 EXCAVATION AND BACKFILL

- A. This Contractor shall do all excavating necessary to lay the specified services. After services have been tested, inspected and approved by the authorized inspectors, the trenches shall be backfilled with approved materials in 6" layers and tamped thoroughly to the satisfaction of all parties concerned. All underground lines shall be bedded in 6" thickness river sand.
- B. Where specified compaction methods and requirements are called for elsewhere in these Specifications, this Contractor shall meet these requirements, and all Work shall be performed as specified herein.
- C. Cart away from the premises all unnecessary dirt, rubbish, etc. as indicated.

3.7 REPAIRING ROADWAYS AND WALKS

- A. Where this Contractor cuts or breaks roadways or walks to lay the piping, he shall repair or replace these sections.

3.8 INTERFERENCES

- A. In general, the Drawings are diagrammatic, and the Contractor shall install his Work in a manner interferences between the various Trades is avoided.

3.9 CLOSING IN UNINSPECTED WORK

- A. Do not cover up or enclose Work until it has been properly completely inspected and approved. Should any of the Work be covered up or enclosed prior to all required inspections and approvals, uncover Work as required and, after it has been completely inspected and approved, make all repairs and replacements with such materials as are necessary to the approval of the Architect and at no additional cost to the Owner.

3.10 CLEANING AND ADJUSTING

- A. Upon completion of his Work, the Contractor shall clean and adjust all equipment, plumbing fixtures, piping, control valves, filters (provide new filters if throwaway style is specified) and leave the entire installation(s) in proper working order.
- B. On plumbing fixtures, thoroughly flush hot and cold systems and clean strainers. Use only a cleaning solution approved by manufacturer of the plumbing item.
- C. Contractor shall adjust all equipment and system to operate at capacities and quantities scheduled or shown on Plans and shall furnish all thermometers, velometers, gauges, etc. required to adjust and balance the system properly.
- D. Prior to requesting final inspection by the Architect, the Contractor shall have a complete coordination and adjusting meeting of all of his sub-contractors directly responsible for the control, operation or balance of any portion of the system.
- E. At the time of this meeting, each and every sequence of operation shall be checked to assure proper operation. Notify the Architect in writing ten (10) days prior to this meeting instructing him of the time, date, and whom you are requesting be present. This Project will not be accepted until the above provisions are met to the satisfaction of the Architect.
- F. Contractor shall prepare their own punch list prior to requesting final substantial completion and walk through of the Architect or Engineers.

END OF SECTION 22 00 00

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SECTION 22 00 10 - MECHANICAL – PLUMBING – GENERAL PURPOSE

PART 1 - GENERAL

1.1 SPECIAL NOTICE

- A. The General Conditions of the Contract for Construction, Supplementary Conditions, all Division 1 Sections of Specifications, and Section 220010 - General Provisions-Mechanical and all other relevant Documents are part of this Work. The references to certain paragraphs are intended to point out specific items to the Contractor but in no way relieve him of the responsibility of complying with all relevant parts of the entire Specifications.

1.2 SCOPE

- A. The Work intended under this Contract comprises the furnishing of all labor and materials necessary for the complete installation of the Plumbing Work, including equipment, piping, valves, accessories, services, etc. as indicated or reasonably implied by the Drawings and as herein specified for the following systems:

Cold Water System	Fire Entry
Hot Water System	Natural Gas System
Sanitary Drainage System	

- B. All systems shall be provided complete as shown on Plans to meet existing conditions. All equipment and materials used shall be new and of the best quality specified in every respect.
- C. The accompanying Drawings show the general arrangement of all pipes and the location of all apparatus; however, where local conditions necessitate change, these changes shall be made upon approval of the Architect at no additional cost to the Owner. The various Contractors must cooperate in installing their Work to the end that there will be no conflict of space required. Provide pipe sleeves as herein specified.

1.3 QUALITY ASSURANCE

- A. Use only thoroughly trained and experienced workmen, completely familiar with the items required and the manufacturer's correct recommended methods of installation. In acceptance or rejection of the finished installation, no allowance will be made for lack of skill on the part of the installers.

1.4 PRODUCT HANDLING

- A. Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed Work and materials of all other Trades. In the event of damage, immediately make all repairs and replacements necessary for the approval of the Architect and at no additional cost to the Owner.

1.5 EQUIPMENT DATA TAGS/ GRID MARKINGS

- A. Equipment Data Tags
 - a. Each piece of plumbing equipment shall have a permanently adhered, custom engraved data tag to match plan tags. Coordinate type to be of similar appearance to mechanical subcontractor.
- B. Grid Markings
 - a. Grid shall be marked with a round colored dot the width of the grid using a permanent marker similar to the Sharpie brand or approved equal for the following items where located above ceiling.
 - i. Blue dot – domestic cold water shutoff valve or any other operable piece of equipment/material.
 - ii. Red dot – domestic hot water shutoff valve, venturi flow splitter, or any other operable piece of equipment/material.
 - iii. Yellow dot – natural gas equipment or shutoff valve.

PART 2 - PRODUCTS

2.1 PIPE, PIPING, AND FITTINGS

- A. All Sanitary Sewer lines and vents shall be PVC-DWV plastic pipe and fittings fabricated with PVC solvent. All pipe, fittings, and solvent shall have NSF approval as a system. Plastic pipe and fittings shall be as manufactured by Cresline, Yardley, Tyler or equal and be in conformance with Commercial Standards CS 270-65. Foam Core Not Allowed.
- B. All Effluent Lines shall be PVC, SDR-35 (ASTM 3034) Bell and Spigot, gasket joint.
- C. Fire Service Water Mains shall be PVC-C-900, cast iron pipe dimensions, UL rated plastic pipe and fittings. See Plans for location of Fire Hydrants and Thrust Blocks.
- D. All Domestic Hot and Cold Water Lines shall be Government type "L" hard drawn copper pipe and fittings. The copper pipe/tubing shall be standard weight and thickness as made by Mueller, Chase, Anaconda, or equal. Use Silfos

1000°F low temperature brazing on piping underground. Use Bridgit 500°F solder on piping above grade. No lead bearing solder allowed. Note: Connect to Main line to building as indicated on plans. Swing joints shall be installed at entries to building.

- E. Relief Lines shall be type "L" rigid copper.
- F. Compressed air piping shall be Schedule 40 black iron piping with welded fittings/connections. 7-day pressure test to 230 PSI. Provide report to engineer. Contractor may use Ingersoll rand simplair aluminum 6063-T5 or equal system if cost will be less than schedule 40 steel.

2.2 CLEANOUTS

- A. Cleanouts shall be provided where shown on Plans, at each change of direction of the building drain greater than 45°, and at or near the foot of each vertical waste or soil stack. Location of all cleanouts shall be checked with Architect. All cleanouts shall be same size as piping up to 4". Larger pipes shall have 4" cleanouts, unless noted otherwise. Every cleanout shall be installed so that the cleanout opens in the direction of flow of the drainage line or at right angle thereto. Floor cleanouts shall be cast iron body with brass plug, J.R. Smith Speedi-set, model 4032. Top of access cover shall be level with finished floor. Wall cleanouts shall be nickel-bronze access frame and cover J.R. Smith model 4720. Outside cleanouts shall be as detailed on Plans. Watts equal are approved for cleanouts.

2.3 THERMAL INSULATION

- A. After all Work has been tested and found to be tight, insulate as follows:
 - 1. Insulate all above grade cold, hot, and hot return water lines with 1" thickness fiberglass pipe insulation with universal jacket. All flanges, valves, and fittings shall be insulated with fiberglass molded fittings insulation, fabricated mitred segments of pipe insulation, or fiberglass Aerowrap Insulation equal in thickness to insulation of adjoining pipe. All covering and pipes shall be banded using aluminum bands, three (3) to a section, and one (1) band on each side of each fitting. NOTE: "Zeston" fittings covering shall be utilized.
 - 2. Hot Water Supply and Return Lines below grade shall be insulated with RUBATEX or ARMAFLEX, ¾" thickness. Secure joints with glass mesh and roofing cement.
 - 3. In Mechanical Room; cover all Domestic Lines with PVC jacketing, WHITE. Identify Cold, Hot, and Hot Return with Seton "OPTI-CODE" pipe markers.

2.4 ACCESS VAULT

- A. If required by water company, provide/install Quazite utility box for fire service water meter, size as required by utility company.

2.5 WATER HEATERS

- * WATER HEATERS (Marked "WH-1")
As Scheduled on Plans. Circulation temperature of 140°F. Equip every hot water utilizing fixture with a Bradley navigator S59-4000 ½" thermostatic mixing valve set to 115°F.

2.6 PLUMBING FIXTURES

- * EYEWASH STATION (Marked "EEWS")
Bradley S19-312B2TL, Provide and install with Bradley HL45 mixing valve and N9 backflow preventer. System to be lead-free.
- * LAVATORY (Marked "L-1")
American Standard 0356.02B, vitreous china, faucet holes on 4" centers.
American Standard 485742-600, 15" support bracket.
American Standard 5500175.002 faucet, holes on 4" centers, wrist blades, 0.5 GPM, ADA.
Brasscraft CR1912C, angle supply w/stops.
PVC "P"-trap.
Mount top rim @ 34" A.F.F., Install per Adult ADA
Dearborn tailpiece. Truebro #102 W insulation to cover trap primer and any other below sink items.
- * SERVICE SINK (Marked "SS-1")
Freestanding stainless steel 25"x22"x14" bowl depth, 18 ga. 304 S.S., self-rimming 3-1/2" drain fitting deep strainer basket Elkay LK13031MB single handle lever faucet less pop-up drain, Elkay deluxe 304 SS Strainer basket with tailpiece 3" drain size, 18" supply tubes. Mount top rim @ 34" A.F.F., Install per Adult ADA.
Dearborn tailpiece. Truebro #102 W insulation to cover trap primer and any other below sink items.
- COMPRESSED AIR HOSE REEL (Marked "HR-1")
Reelcraft, spring return hose reel 300psi max, ½" ID hose, 1/2" MNPT connection, schrader valve quick disconnect accessory, 100' Length, Mount at maximum elevation and brace to structure. Set hose stop to 6'8" A.F.F. Custom color by architect.

COMPRESSED AIR HOSE REEL (Marked "HR-2")

Reelcraft, spring return hose reel 300psi max, 1/2" ID hose, 1/2" MNPT connection, Schrader valve quick disconnect accessory, 25' Length, Mount at maximum elevation and brace to structure. Set hose stop to 6'8" A.F.F. Custom color by architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Prior to all Work of this Section, carefully inspect the installed Work of all other Trades and verify that all such Work is complete to the point where this installation may properly commence.
- B. Verify that Plumbing may be installed in strict accordance with all pertinent codes and regulations and the approved Shop Drawings.
- C. In the event of discrepancy, immediately notify the Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 SEWAGE AND DRAINAGE

- A. The system of sewage and drainage shall be of materials hereinbefore specified. All Work shall be in strict conformity with the State Plumbing Code and in accordance with all local codes. Piping shall be routed as shown on Plans and in an acceptable manner to meet building conditions. Venting shall be as shown on plumbing riser diagram.
- B. Connections between traps and cast iron pipes are to be made with heavy brass ferrules. Provide reducers, increasers, special flanges, and fittings where required between piping work and fixtures, in order to connect and complete work and render it ready for use. Make any offsets required to avoid construction.
- C. All lines 2" and smaller shall be sloped 1/4" per foot and all lines 3" and larger shall be sloped 1/8" per foot. Lines 6" and larger shall be sloped 1/16" per foot or as shown on plans. Piping shall be laid so slope is continuous.

3.3 PLUMBING SYSTEM LAYOUT

- A. Layout the Plumbing System in careful coordination with the approved Shop Drawings, determining proper elevations for all components of the system and using only the minimum number of bends to produce a satisfactory, functioning system. Follow the general layout shown on the approved Shop Drawings in all cases, except where other Work may interfere. Except where specifically permitted by the Architect, layout all pipes to fall within partitions, ceilings, or

roof cavities and do not require furring, other than that shown on approved Shop Drawings.

3.4 TESTING

- A. All pressure lines, unless elsewhere specified, shall be tested at 200 PSI hydrostatic pressure for a minimum of five (5) hours.
- B. Test all plumbing vertical lines, waste vents, etc. with a minimum of 10' water head for 24 hours in accordance with Chapter 3, General Regulations, Section 311 of the Louisiana State Plumbing Code 2000 Edition or as required by local authority having jurisdiction.
- C. Contractor shall make all other tests required by the Architect and/or Engineer, or other governing authorities, at no additional cost to the Owner.
- D. Contractor shall notify the Architect and Parish Plumbing Inspector before any test are made, and test are not to be drawn off a line, covered, or insulated until examined and approved by the authorities. If in the event defects are found, these shall be corrected, and the Work shall be retested.

3.5 WATER SERVICE

- A. New water service and taps furnished in scope. Coordinate new meter with utility provider.

3.6 SANITARY SEWER SERVICE

- A. Provide and Install Sewage Piping and route as Detailed on Plans and Specified hereinbefore. Connect into city sewer piping. Contractor to provide all information required to AHJ, sanitarian, etc.

3.7 NATURAL GAS SERVICE

- A. N/A

3.8 WATER PIPING

- A. All water supply piping shall be of materials hereinbefore specified. Make provisions for expansion and contraction of hot water lines by means of expansion bends or loops as required.
- B. All water lines shall be disinfected in accordance with the Louisiana State Sanitary Code. Water shall be treated with a chlorine dose of at least 50 mg/L. Chlorine shall be treated for 24 hours. Water shall be tested at pipe extremities for a minimum residual of 5mg/L. If the minimum residual is not met the piping

shall be retreated until the residual is obtained. Testing shall be in accordance with the Department of Health and Hospitals, Local water district, and supplier.

- C. Water lines that run underground shall have a minimum of 18" cover to finished grade and hot water and cold water lines running parallel shall be run a minimum of 18" apart.
- D. Make up a complete water supply system. Connect to all fixtures and outlets requiring water.
- E. At each fixture or group of fixtures, furnish and install a 12" high air chamber of same size as branch feed line.
- F. Provide and install a blue dot on the ceiling grid or access panel next to all domestic water shutoff/service valves. This is to be done so that the locations of the valves can be determined without lifting tiles or opening access panels.
- G. All non metallic pipe (C-900) outside of building shall have a #12 copper tracer wire run with the piping.
- H. Water heaters shall be installed with heat traps and Vacuum Breakers as required in code.

3.9 NATURAL GAS PIPING

- A. N/A

3.10 TEMPORARY WATER SERVICE

- A. This Contractor shall co-operate with the General Contractor in the furnishing of temporary water service for construction purposes.

3.11 ALL UNDERGROUND LINES

- A. Lines shall be bedded in river sand installed no less than 4" thick at the bottom of trenches. Under buildings, lines shall be hung with S.S., 1/4" rods, see Plans for Details.

END OF SECTION 22 00 10

SECTION 26 04 50 ELECTRICAL – SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: All work necessary for the removal and disposal of equipment shown or specified to be removed.
- B. Basic Procedures and Schedule: Carry out demolition so that adjacent structures, etc. which are to remain, are not endangered. Schedule the work so as not to interfere with the day-to-day operation of the existing facilities. Do not block doorways or passageways in existing facilities.
- C. Additional Requirements: Provide dust control and make provisions for safety.

1.02 INSPECTION

- A. Site Inspection: Visit the site and inspect all existing structures. Observe and record any defects which may exist prior to demolition.

1.03 REFERENCE CODES AND STANDARDS

- A. The work shall conform to the currently adopted editions of:
 - 1. National Electrical Code
 - 2. State and Local Codes

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 PROTECTION

- A. General Safety: Provide warning signs, protective barriers, and warning lights as necessary adjacent to the work as approved or required. Maintain these items during the demolition period.
- B. Provide demolition of electrical construction as required.

- C. Feeders or circuits, whether spliced, extended, relocated or new, shall maintain amperage and continuity of that respective feeder or circuit.
- D. Hazards: Perform testing and air purging where the presence of hazardous chemicals, gases, flammable materials or other dangerous substances is apparent or suspected, and eliminate the hazard before demolition is started.

3.02 DEMOLITION REQUIREMENTS

- A. Protection: Carefully protect all mechanical and electrical equipment against dust and debris.
- B. Removal: Remove all debris during demolition and keep a clean working area.
- C. Access: Provide safe access to and egress from all working areas at all times with adequate protection from falling material.
- D. Closed Areas: Close areas below demolition work to anyone while removal is in progress.

3.03 DISPOSAL OF MATERIALS

- A. Final Removal: Remove all debris, rubbish, scrap pieces, equipment, and materials resulting from the demolition unless otherwise indicated.
- B. OWNER's Property: In addition to any items which may be shown, the Owner shall have first right of refusal of all equipment, etc. Remove carefully, without damage, all equipment to be salvaged as directed by the Owner.

END OF SECTION 26 04 50

SECTION 26 05 00 - ELECTRICAL - GENERAL PROVISIONS

PART 1 GENERAL

1.1 GENERAL CONDITIONS

- A. The General Conditions and all pertinent Sections are a part of these Specifications and the Contractor shall consult them in detail for instructions pertaining to his Work. He shall consult all other Sections of the Specifications to determine if he is required to perform any Work relative to that particular Section.
- B. Throughout these Construction Documents, the word “provide” shall be understood to mean furnish and install.

1.2 SCOPE OF WORK

- A. The Work contemplated under this Division comprises the furnishing of all labor and materials required for the complete installation of electrical wiring for lighting and power circuits from the various panelboards to each ultimate outlet hereinafter specified and/or shown on the accompanying Drawings. All Work shall be done in accordance with the National Electrical Code, current Edition adopted by the state of Louisiana.
- B. This Work includes the installation of connecting wiring for all motors, motor control, safety devices, and miscellaneous electrical equipment provided under other Divisions of the Specifications.
- C. The Specifications are intended to describe a complete, workable electrical distribution system and bidders shall report any discrepancies or omissions preventing such workability prior to the time their bids are submitted.
- D. The Work covered by these Specifications shall be as shown on the Drawings and called for herein, and shall be comprised generally of the following:
 - 1. Provide all conduit, conductors, apparatus, devices, etc.
 - 2. Provide new Fire Alarm system infrastructure, cabling & components.
 - 3. Provide static grounding receptacles and connect to building grounding system.
 - 4. Provide Intrusion Alarm System infrastructure, cabling & components.
- E. All equipment installed under this Division shall be installed in strict accordance with the instructions of the manufacturer.

- F. The Contractor is referred to the Architectural Plans for information in regard to Architectural Details. His Work shall be done in strict accordance with local and state ordinances governing this class of Work.
- G. This Work shall be installed to meet existing conditions as found at the building site and to accommodate the Work of other Trades. The Contractor shall be held responsible for the timely placing of conduit and switch and outlet boxes in walls, partitions, and slabs while same are under construction.

1.3 EQUIVALENT PRODUCTS

- A. Reference to or Specification of a particular manufacturer or brand name is not intended to indicate a preference for a specified product but to indicate a standard of quality and performance.
- B. Requests for substitutions will be considered by the Engineer when submitted in accordance with Architect's instructions in other Divisions of these Specifications.
- C. Equivalency review will be required on all items requiring Shop Drawings.

1.4 SHOP DRAWINGS

- A. The following Shop Drawings shall be submitted prior to commencing Work, and within thirty (30) days of awarding of Contract:
 - 1. Apparatus
 - 2. Fire Alarm System
 - 3. Lighting Fixtures
 - 4. Wiring Devices

1.5 LAWS, PERMITS AND INSPECTIONS

- A. The Contractor shall, at his own cost, obtain necessary permits, pay all legal fees and charges, and comply with all state and municipal building and safety laws, ordinances, and regulations relating to the building and the public health and safety.

1.6 SAFETY PRECAUTIONS

- A. The Contractor shall furnish and place proper guards for prevention of accidents. He shall provide and maintain any other necessary construction required to secure safety of life or property, including maintenance of sufficient lights during all night hours to secure such protection.
- B. Temporary electric services during construction shall be maintained in perfect condition. Frayed, loose, or open connections shall not be used for temporary

services. The Contractor shall use only equipment in first class working condition for construction services. Temporary service shall be installed in accordance with the latest state adopted edition of the National Electrical Code.

1.7 GUARANTEE

- A. The Contractor shall be required to keep the Work installed by him in repair and perfect working order for one (1) year from date of completion and final acceptance. The Contractor shall furnish, free of cost to Owner, all materials and labor necessary to comply with this guarantee.

PART 2 PRODUCTS

2.1 STANDARDS OF MATERIALS AND WORKMANSHIP

- A. All materials shall be new and listed by UL (or other independent testing laboratory recognized by the authority having jurisdiction) as conforming to its standards. Work shall be executed in a workmanlike manner and present a neat, finished appearance when completed.

2.2 REJECTED WORK AND MATERIALS

- A. Should the Contractor introduce any materials different from those called for and described in Specifications, or shown on the Drawings, it must on notification from the Architect and/or Engineer, be immediately removed from the building premises.

2.3 SPECIFIED PRODUCTS AND SUBSTITUTIONS

- A. Specified products shall be furnished unless equivalent products meeting the approval of the Architect and/or Engineer have been submitted for review in accordance with Paragraphs 1.3 and 1.4 of this Section.
- B. Only product information included with request for substitutions will be used as basis of evaluation. Burden of proof that product offered for consideration is equivalent or superior to that specified rests on submitter and same shall be responsible for furnishing products meeting or exceeding Specifications if substitution is allowed.

2.4 PRODUCTS NOT SPECIFIED BY NAME

- A. All products not specified by name shall be as manufactured by a reputable manufacturer and shall be UL listed for its intended purpose.

2.5 PRODUCTS IN OTHER SECTIONS OF SPECIFICATIONS

- A. Refer to other Sections of these Specifications for additional product requirements.

PART 3 EXECUTION

3.1 SITE INSPECTION/EXISTING CONDITIONS

- A. Prospective Contractors are strongly advised to visit the site prior to bidding, inspect the existing conditions at this facility, and satisfy themselves as to the difficulties attendant to the accomplishment of this Project as designed. Failure to do so will not relieve the Contractor from the responsibility to provide the complete electrical system as required under these conditions.

3.2 ADDITIONS AND CHANGES

- A. The accompanying Drawings show approximate locations of feeders, branch circuits fixtures, apparatus, etc. The Drawings are largely diagrammatic and should not be scaled for exact locations; refer to Architectural Drawings for dimensions.
- B. The Contractor shall review and study drawings and details shown on Architectural, Structural, and Mechanical Drawings, on Equipment Manufacturer's Shop Drawings, and on Equipment Rough-in Drawings for dimensions and locations before installation. Field connections, non-interference with other utilities and trades, and architectural, structural, and mechanical features will determine exact locations.
- C. Should any discrepancy appear on Drawings, or between Drawings and Specifications, bring same to attention of the Architect prior to signing of Contract. Failing this, comply with interpretation rendered by Architect.
- D. In the event conflicts occur necessitating departures from Drawings, submit report including details of planned departure and reasons therefore as soon as practicable for review by Architect. Do not proceed without consent of the Architect.

3.3 SUPERVISION

- A. The Contractor shall provide competent supervision of the Work done from beginning to completion and final acceptance. To the best of his ability, he shall keep the same foreman and workmen through the Project duration.
- B. During the progress of the Work, it shall be subject to inspection by the representative of the Architect and/or Engineer, and at these specified times, the Contractor shall furnish required information.

3.4 CLEANING UP

- A. Upon completion of all installation and testing, thoroughly inspect all exposed portions of the electrical installation and completely remove all exposed labels, soil, markings, and foreign materials.

3.5 TESTS

- A. After installation is complete and at such time as the Architect and/or Engineer may direct, the Contractor shall conduct an operating test for approval. Equipment shall be demonstrated to operate in accordance with requirements of these Specifications.
- B. The test shall be performed in the presence of Architect and/or Engineer. The Contractor shall furnish all instruments and personnel required for the test.

3.6 RECORD DRAWINGS

- A. The Contractor shall maintain a "clean" copy of the Electrical Drawings on the job site upon which he will record any significant changes from installation shown on the Drawings for the purpose of preparing Record Drawings.

END OF SECTION 26 05 00

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SECTION 26 05 26 – ELECTRICAL - GROUNDING AND BONDING

PART 1 – GENERAL

1.01 SUMMARY

- A. Scope of Work: Connect to the existing grounding system as indicated or required. Provide a complete building grounding electrode and equipment grounding system. Provide an aircraft hangar static grounding system at Hanger A and Hanger B, including static grounding receptacles, interconnecting conductors, supplemental electrodes, and bonding to building steel and the main grounding electrode system, as shown on Drawing E101.
- B. Related Sections:
 - 1. Section 26 05 00 – Electrical - General Provisions.
 - 2. Section 26 05 29 – Hangers and Supports for Electrical Systems.
 - 3. Section 26 05 53 – Identification for Electrical Systems.

1.02 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. IEEE 142 – Recommended Practice for Grounding of Industrial and Commercial Power Systems (Green Book).
 - 2. IEEE 80 – Guide for Safety in AC Substation Grounding, as applicable to electrode testing.
 - 3. NFPA 70 – National Electrical Code, including Article 250 and Article 513 (Aircraft Hangars).
 - 4. NFPA 77 – Recommended Practice on Static Electricity.
 - 5. NFPA 409 – Standard on Aircraft Hangars.
 - 6. Underwriters Laboratories (UL), including UL 467 Grounding and Bonding Equipment.
 - 7. BICSI and TIA grounding practices for signal systems, as applicable.
 - 8. NETA ATS-2021 – Acceptance Testing Specifications.
- B. Static grounding receptacles, clamps, electrodes, and connectors shall be listed for the purpose (UL 467 or equivalent) and suitable for the installed environment (interior hangar or exterior / below grade).

1.03 SYSTEM DESCRIPTION

- A. Metallic objects on the Project site that enclose electrical conductors, or that are likely to be energized by electrical currents, shall be effectively grounded.
- B. Metal equipment parts, such as enclosures, raceways, and equipment grounding conductors, and earth grounding electrodes shall be solidly joined together into a continuous electrically conductive system.

- C. Metallic systems shall be effectively bonded to the main grounding electrode system.
- D. A separately derived AC source shall be grounded to the equipment grounding conductor, and to a separate “made” electrode of the building grounding electrode system.
- E. Electrical continuity to ground metal raceways and enclosures, isolated from equipment ground by installation of non-metallic conduit or fittings, shall be provided by a green insulated grounding conductor of required size within each raceway connected to isolated metallic raceways or enclosures at each end. Each flexible conduit over 6 feet in length shall be provided with a green insulated grounding conductor of required size.
- F. Cold water, or other utility piping systems, shall not be utilized as grounding electrodes due to the installation of insulating couplings and non-metallic pipe in such installations. Bond metal water piping and other metal piping likely to become energized to the grounding electrode system in accordance with NEC 250.104. Do not use the water service as the sole or primary grounding electrode.
- G. Non-current carrying metal parts of enclosures, motor frames, equipment cabinets, and metal frames of buildings shall be permanently and effectively grounded. Provide a NEC sized equipment grounding conductor in every raceway.
- H. Neutral of service conductors shall be grounded as follows:
 - 1. Neutral shall be grounded at only one point within the Project site for that particular service. Preferable location of grounding point shall be at the service equipment or panelboard, or main switch.
 - 2. Equipment and conduit grounding conductors shall be bonded to that grounding point.
- I. Aircraft Hangar Static Grounding:
 - 1. Provide a static grounding system in each aircraft hangar shown on the Drawings for dissipation of electrostatic charge from aircraft and maintenance operations.
 - 2. The static grounding system is a bonding and earthing system. It is not a substitute for the equipment grounding conductor or for the building grounding electrode system required by NEC Article 250.
 - 3. Each static grounding receptacle shall be bonded to the hangar structural steel and interconnected with a continuous metallic path to the building grounding electrode system, with a supplemental driven electrode at each receptacle location as shown.
 - 4. Hangar structural steel, hangar doors, and other metal parts required to be grounded by NEC 513.16 shall be bonded to the grounding electrode system.
 - 5. The static grounding system shall present a continuous low-impedance path from the aircraft bonding plug to earth. Design intent is a resistance not exceeding 10 ohms from each receptacle to the main grounding electrode system, and not exceeding 1 ohm along the #4 interconnect between adjacent receptacles.

1.04 SUBMITTALS

- A. Product Data: catalog cuts for static grounding receptacles (including chain cover and aircraft plug compatibility).
- B. Test Reports: as specified in paragraph 3.02.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Grounding conductors shall be copper, #12 AWG minimum with green insulation, unless noted otherwise. Equipment grounding conductors shall be sized per NEC 250.122. Grounding electrode conductors shall be sized per NEC 250.66.
- B. Ground rods for the building grounding electrode system shall be copper-clad steel, 3/4 inch by 10 feet minimum, unless noted otherwise.
- C. Connectors below grade or in earth shall be listed for direct burial, irreversible compression, or exothermic weld. Mechanical set-screw connectors are not permitted below grade except listed bronze acorn / rod clamps used at the locations shown on Detail 2 / E101.
- D. Above-grade connections to structural steel shall be listed bronze structural-steel / beam ground clamps. Contact surfaces shall be cleaned to bright metal. Coat the completed joint with listed oxide-inhibiting compound.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. All grounding shall be installed in accordance with details on the Drawings and NEC Article 250. Hangar work shall also comply with NEC Article 513.
- B. Bond all electrical enclosures.
- C. Install grounding conductors at each electrical location as noted on the Drawings.
- D. Aircraft Hangar Static Grounding Installation:
 - 1. Install static grounding receptacles, stubs, clamps, electrodes, and #4 interconnect.
 - 2. Coordinate column-flange clamp locations with existing steel, hangar door travel, aircraft wing/rotor clearance, and fueling operations. Do not place receptacles where they will be struck by hangar doors or aircraft.
 - 3. Driven electrodes shall be installed vertically where soil and underground utilities permit. Maintain clearances from underground utilities. Where refusal occurs, notify the Engineer before using a supplemental electrode or horizontal counterpoise.
 - 4. Below-grade clamps shall be listed for direct burial. Backfill with native material compacted as specified for adjacent work. Do not place construction debris against connections.
 - 5. Identify each static grounding receptacle with a weather-resistant label reading “AIRCRAFT STATIC GROUND” and the circuit or location designation used on the Record Drawings.

6. Bond hangar structural steel and electrically continuous hangar doors to the grounding electrode system where required by NEC 513.16 and as shown.
- E. Do not use the static grounding receptacle circuit as an equipment grounding conductor for 120/240 V or 277/480 V utilization equipment.

3.02 TESTING

- A. Verify the building grounding system is in compliance with the current edition of NFPA 70, National Electrical Code, Article 250.
- B. Test grounding resistance of electrodes, ground rods, bonding of building steel, water pipes, gas pipes and other utility piping. Tests shall be performed as follows:
 1. Visually and mechanically examine ground system connections for completeness and adequacy. Note any deficiencies and include photos of all connections in the test report.
 2. Perform resistance measurements through bolted connections with a low-resistance ohmmeter in accordance with NETA ATS-2021, Section 7.13.A.3.1. Compare bolted connection resistance values to values of similar connections. Investigate values which deviate from those of similar bolted connections by more than 50 percent of the lowest value. Values shall be recorded and any deficiencies shall be noted with location identified.
 3. Perform fall-of-potential tests on the main grounding electrode system. Resistance between the main grounding electrode and ground shall be no greater than 5 ohms. Note any deficiencies and include photos of all connections in the test report.
 4. Perform point-to-point tests to determine the resistance between the main grounding system and all major electrical equipment frames, system neutral, and any derived neutral points. Report any point-to-point resistance values that exceed 0.5 ohm.
- C. Aircraft Hangar Static Grounding Tests:
 1. Inspect each receptacle, stub, column clamp, steel bond, driven electrode clamp, and interconnect connection. Photograph each completed connection before concealment.
 2. Measure point-to-point resistance from each static grounding receptacle body to the main grounding electrode system. Values shall not exceed 10 ohms. Investigate and correct higher readings.
 3. Measure continuity of the #4 interconnect between adjacent receptacles. Values shall not exceed 1 ohm.
 4. Measure resistance of each supplemental driven electrode using a clamp-on or three-point method consistent with the electrode arrangement. Record values; they are informational unless the receptacle-to-GES test in C.2 fails.
 5. Where Owner or Contractor-furnished aircraft bonding cables are provided, verify mechanical fit in the receptacle and measure cable continuity end-to-end. Replace defective cables.
- D. Provide a test report including the following:

1. Summary of test(s).
2. Description of each test.
3. Testing devices and settings.
4. Date of most recent instrument calibration.
5. Inspection and test data, including static receptacle locations keyed to E101.
6. Photographs of static-ground connections.
7. Analysis and recommendations.

END OF SECTION 26 05 26

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SECTION 26 05 29 ELECTRICAL - HANGERS AND SUPPORTS

PART 1 – GENERAL

1.01 SCOPE

- A. The work under this section includes conduit and equipment supports, straps, clamps, steel channel, and fastening hardware for supporting electrical work.
- B. Included are the following topics:
 - 1. PART 1 – GENERAL: Scope, Related Work, Submittals, Quality Assurance
 - 2. PART 2 – PRODUCTS: Support Channel, Conduit Supports, Nylon Anchors, Threaded Rod, Hardware
 - 3. PART 3 – EXECUTION: Installation

1.02 RELATED WORK

- A. Section 26 05 00 – Common Work Results for Electrical
- B. Section 26 05 26 – Grounding and Bonding for Electrical Systems
- C. Section 26 05 53 – Identification for Electrical Systems

1.03 SUBMITTALS

- A. Product Data: Manufacturer's catalog data for support channel, conduit supports, anchors, threaded rod, and hardware.
- B. Shop Drawings: Details of supports for equipment and conduit runs where required by the Engineer.

1.04 QUALITY ASSURANCE

- A. Support systems shall be adequate for the weight of equipment and conduit, including wiring, which they carry.

PART 2 – PRODUCTS

2.01 SUPPORT CHANNEL

A. Hot-dip Galvanized Steel:

1. Strut shall be made from steel meeting the minimum mechanical properties of ASTM A1011 SS, Grade 33 and shall be hot-dip galvanized after fabrication in accordance with ASTM A123.
2. Fittings shall be manufactured from steel meeting the minimum requirements of ASTM A907 SS, Grade 33, and hot-dip galvanized after fabrication in accordance with ASTM A123.
3. All hardware shall be stainless steel Type 304 or chromium zinc ASTM F1136 Gr. 3.
4. All hot-dip galvanized after fabrication products must be returned to point of manufacture after coating for inspection and removal of all sharp burrs.

B. Stainless Steel:

1. All strut, fittings and hardware shall be made of AISI Type 304 or Type 316 stainless steel as indicated.

2.02 CONDUIT SUPPORTS

A. Conduit clamps, straps, supports, etc., shall be steel or malleable iron.

B. One-hole straps shall be heavy duty type. All straps shall have steel or malleable backing plates when rigid steel conduit is installed on the interior or exterior surface of any exterior building wall.

C. Bar joist conduit/box hangers: Spring Steel Clips with Snap-Close Clamps (Conduit Supports): Conduit clamps shall pivot a full 360 degrees and shall snap close around the conduit. Push-in type conduit clamps are not allowed. Spring clips shall require a hammer to install onto supporting surface.

D. Stud wall applications: Spring Steel Clips with Push-in or Snap-Close Conduit Clamps (Conduit Supports): Conduit clamps shall pivot a full 360 degrees. Spring clips shall require a fastener to install onto stud.

E. Box/conduit hanger with rod/wire clip (a.k.a. antlers): One assembly provides support for electrical box and conduit from drop wire or rod. Conduit clamps shall snap close around the conduit.

- F. Spring Steel Clip products shall be provided with corrosion resistance and be warranted against failure from corrosion for a period of ten (10) years from date of manufacture.

2.03 NYLON ANCHORS

- A. Nylon wall plugs shall be designed for 2-way expansion, providing rapid fixing with high pull-out values. Nylon wall plugs shall be molded with protruding side fins which restrict rotation and prevent fall out from overhead holes. Examples of these include Mungo types MN or MU, or Fischer type S nylon plugs.
- B. Nylon one-piece self-drilling anchors designed for use in hollow gypsum wallboard for light duty loads. Anchors shall be engineered nylon or Zamac alloy. Examples of these are the Zip-It® or Zip-It Jr.® self-drilling anchors.
- C. Manufacturer's names and catalog numbers are used for quality and performance only. Anchors manufactured by others shall be equally acceptable provided they meet or exceed in performance and quality as specified.

2.04 THREADED ROD

- A. Minimum sized threaded rod for supports shall be 3/8 inch for trapezes and single conduits 1-1/4 inch and larger, and 1/4 inch for single conduits 1 inch and smaller.

2.05 HARDWARE

- A. Corrosion resistant, or as noted for each product above.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Fasten hanger rods, conduit clamps, and outlet-, junction-, and pull-boxes to building structure using pre-cast insert system, preset inserts, beam clamps, or expansion anchors.
- B. Use toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchors on concrete surfaces; sheet metal screws in sheet metal studs and wood screws in wood construction. If nail-in anchors are used, they must be removable type anchors.
- C. Powder-actuated fasteners are not permitted.
- D. Do not fasten supports to piping, ductwork, mechanical equipment, cable tray or conduit.

- E. Do not fasten to suspended ceiling systems.
- F. Do not drill structural steel members unless approved by Structural Engineer.
- G. In wet locations, mechanical rooms, and electrical rooms, install free-standing electrical equipment on 3.5-inch (89 mm) concrete pads.
- H. Install surface-mounted cabinets and panelboards with a minimum of four anchors. At all cabinet and panelboard locations on concrete or concrete block walls, and at ALL locations below grade, provide steel channel supports to stand cabinet one inch (25 mm) off wall (7/8 inch Uni-strut or 3/4 inch painted fire-retardant plywood is acceptable). In above-grade equipment rooms that have drywall walls, the cabinets and panelboards may be mounted to the drywall if backing is provided in the stud walls behind the equipment.
- I. Bridge studs top and bottom with channels to support flush-mounted cabinets and panelboards in stud walls.
- J. Furnish and install all supports as required to fasten all electrical components required for the project, including free standing supports required for those items remotely mounted from the building structure, catwalks, walkways etc.
- K. Fabricate supports from galvanized structural steel or steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with spring lock washers under all nuts.
- L. Support Channel:
 - 1. Use one of the following types of support channel as appropriate for the installed environment:
 - a. Indoor: Hot-dipped Galvanized Steel, or as noted on the drawings.
 - b. Exterior and wet locations: Hot-dipped Galvanized Steel or Stainless Steel, as appropriate for the environment or as noted on the drawings. Type 316 stainless steel shall be used for Food Service type environments. Epoxy painted support channel shall not be used for exterior installations.
 - c. Manholes, steam pits, steam tunnels, or corrosive environments: Stainless Steel Type 316.
 - d. Field cuts: File and de-bur cut ends of support channel and paint to prevent rusting. For epoxy-painted support channel, paint cut ends to match the original color. For hot-dipped galvanized support channel, spray cut ends with cold galvanized paint.
- M. Support Wires:
 - 1. Support wires that are installed in addition to the ceiling grid support wires to provide secure support for raceways, cables assemblies, boxes, cabinets, and fittings shall be

secured at both ends (e.g., the ceiling structure at the top and the ceiling grid at the bottom) per NEC 300.11(A).

2. Compressed-air power-actuated fasteners may ONLY be used for the installation of separate ceiling wires required for support of conduits and aircraft cable hung light fixtures.
3. Support wires shall be identified per specification section 26 05 53.

N. Spring Steel Clip Conduit Supports for 30 amp or less branch circuits:

1. Spring steel clips with snap-close clamps may be used to support conduit/box from bar joist (steel truss) systems.
2. Stud wall applications: Spring steel clips with push-in or snap-close conduit clamps may be used to support conduit in interior metal stud wall applications. Use screw fasteners to install conduit clamp onto stud.
3. Conduit/box hanger with rod/wire clip (a.k.a. antlers) and multi conduit/box support systems: Above suspended ceiling only.

O. Nylon anchor applications:

1. Nylon anchors may only be used in limited light duty applications with the pre-approval of Engineer.
2. Nylon anchors shall be designed for the construction material in which they are intended to be installed and shall be designed for the weight in which the anchors are intended to support.
3. Nylon wall plug applications may include attaching 4 inch square boxes or conduit straps to plaster-covered clay tile, drywall, or hollow concrete block. Screws used with nylon wall plugs shall be #10 minimum and shall be longer than the anchor.
4. Nylon one-piece self-drilling anchor applications may include attaching 4 inch square boxes or conduit straps to hollow gypsum wallboard for light duty loads. Use No. 8 screws with one-piece self-drilling anchors designed for 3/8 inch to 1 inch thick wallboard. Use No. 6 screws with anchors designed for 3/8 inch to 5/8 inch wallboard.

END OF SECTION 26 05 20

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SECTION 26 05 30 - ELECTRICAL - BASIC MATERIALS & METHODS

PART 1 GENERAL

1.1 Refer to Section 260500.

PART 2 PRODUCTS

2.1 RACEWAYS AND FITTINGS

- A. Raceways used in the Project shall be galvanized rigid conduit (GRC) outdoors, electrical metallic tubing (EMT) indoors, and Schedule 40 PVC underground, unless indicated otherwise on the Drawings. Schedule 80 PVC may be substituted for GRC in some applications with approval of the Engineer.
- B. In all applications of GRC, EMT, and PVC a grounding conductor must be pulled in with its power conductors, sized in accordance with the overcurrent protection of the circuit. The grounding conductors shall be properly bonded at all terminations and shall have green insulation.
- C. All cut threads on rigid galvanized steel conduit and all damaged galvanized surfaces shall be treated to prevent corrosion.

2.2 CONDUCTORS

- A. All conductors shall be copper.
- B. Unless otherwise indicated on Drawings, all conductors shall have THHN/THWN 600 volt insulation.
- C. Provide proper terminations for all conductors.
- D. All conductors shall be continuous with no splices from outlet to outlet or junction box to junction box.
- E. Use identified neutrals and color-coded phase wire for all branch circuit wiring as follows:
 - 1. Three Phase 240/120V
 - a. Line phase conductor(s): Black/Orange (stinger)/Blue
 - b. Neutral conductor: White
 - c. Grounding conductor: Green or Green w/ Yellow Stripe

2. Three Phase 208/120V
 - a. Line phase conductor(s): Black/Red/Blue
 - b. Neutral conductor: White
 - c. Grounding conductor: Green or Green w/ Yellow Stripe
3. Three Phase 480/277V
 - a. Line phase conductor(s): Brown/Orange/Yellow
 - b. Neutral conductor: Grey
 - c. Grounding conductor: Green or Green w/ Yellow Stripe

2.3 OUTLET BOXES

- A. At all outlets for lighting fixtures, wall switches, wall receptacles, telephones, etc. outlet boxes designed for use with the type of construction employed shall be installed.
- B. Outlet boxes shall be as manufactured by Raco, Steel City, or equivalent.
- C. Outlet boxes and covers shall be of such form and dimensions as to be adapted to their specific usage, location, and size and number of conduits connecting thereto.
- D. Typically, boxes shall be a minimum of 1½" deep when used in conjunction with plaster covers and 2" deep when installed without plaster covers.
- E. Conduit device boxes, equal to Raco or Steel City type "GW" masonry boxes or standard boxes with square cornered plaster rings shall be installed in tile or block walls and partitions.

2.4 WIRING DEVICES

- A. Wiring devices shall be equivalent to the following:
 1. Switches
 - a) Toggle type - Hubbell 1201 and 1203 (15A, single pole and 3-way) or 1221 and 1223 (20A, single pole and 3-way), as required.
 2. Receptacles
 - a) Duplex - Hubbell 5352 (20A) or 5252 (15A)
 - b) Special receptacles - as required for the load to be served.
 3. Other devices - equivalent in quality to the above.
 4. Equivalent devices by Leviton, P&S, GE, or Eagle are acceptable.

- B. All non-locking 120V receptacles shall be listed as tamper resistant. Exceptions to the above are listed below. Receptacles in the following locations are not required to be tamper resistant:
 - a. Receptacles located more than 5½ ft above the floor.
 - b. Receptacles that are part of a luminaire or appliance.
 - c. A receptacle located within dedicated space for an appliance that in normal use is not easily moved from one place to another.
- C. Finish of all devices shall be selected from standard colors: brown, ivory, white, or gray, to coordinate with room finishes.
- D. All cover plates in finished spaces shall be smooth nylon to match device finish. Use galvanized exposed work covers for surface installation in “utility” areas, such as mechanical rooms or unfinished walls.
- E. Weatherproof receptacles shall be mounted horizontally and covered with TayMac ML series (in-use) expandable wet location in-use cover. Provide gasketing and/or caulking as required to prevent water from entering boxes. If caulking is required it shall be applied neatly between wall surface and gasket, not to the cover itself, to facilitate servicing.

PART 3 EXECUTION

3.1 GENERAL WIRING METHODS

- A. Unless otherwise indicated, wiring for all systems as called for in these Specifications and shown on Drawings shall consist of insulated conductors in raceways.

3.2 INSTALLATION OF RACEWAYS AND FITTINGS

- A. Conceal all conduit in floor slabs, walls, or ceiling spaces unless specifically otherwise indicated on Drawings.
- B. Where conduit is allowed to be exposed, install the conduit parallel with or at right angles to structural members, walls, and lines of the building.
- C. Keep all conduits at least 6" away from the covering on hot water pipes.
- D. Keep ends of conduits closed during construction.
- E. Use conduit unions where union joints are required; do not use running threads. Where conduits are installed in concrete slabs, on the ground, underground, or

exposed to the weather, make all joints light-tight and gas-tight.

- F. All conduit shall be adequately secured from the building structure and shall be installed clear of suspended ceilings and equipment requiring servicing. Use conduit clamps and hangers, not tie wire.
- G. Conduit connections shall not run rigid to motors, mechanical equipment, and troffer or other recessed lighting fixtures. Flexible conduit not less than 12" long shall be used to connect all motors and fixtures; where used outdoors, flexible conduit shall be liquid-tight.
- H. Bury all underground conduit, except under concrete slabs placed on fill, to a depth of at least 2' below finished grade unless otherwise indicated on the Drawings. All underground runs shall be routed so as to avoid conflicts with foundations, structural, plumbing, or other systems.
- I. All 90's up from PVC underground runs shall be made with rigid galvanized steel conduit fitted with appropriate adapters to the PVC. PVC factory 90's may be used where possibility of cutting of plastic during conductor pulling is minimal.
- J. All conduit entering outlet boxes, fixtures, apparatus, etc. shall be properly bushed and/or reamed. Use insulated throat bushings in panel boxes, pull boxes, cabinets, etc.
- K. Conduits passing through roof shall do so in properly sized pitch pockets, roof jacks, or other devices specified by the Architect in other Divisions.
- L. The conduit system shall not be used as the equipment ground. Identified (green) insulated equipment grounding conductors, sized in accordance with the National Electrical Code, table 250.122, shall be pulled into all raceways with circuit conductors. All non-current-carrying metal portions of the wiring system and connected equipment shall be properly bonded together and grounded.
- M. All grounding conductors shall have green insulation. Larger conductors with black insulation used as grounding conductors shall be identified at every accessible point with green vinyl electrical tape.
- N. Raceways installed in concrete slabs: Install raceways as close to center of concrete slab thickness as practicable without disturbing slab reinforcement; do not tie conduits to reinforcing steel; leave at least 1" between conduit surface and steel surface. Do not install in slab raceways having outside diameters which exceed 1/3 of slab thickness and in no case raceways greater than 3/4" trade size. Place raceway in slab so that there will be not less than 1" concrete thickness between surface of slab and outside of raceway. Do not space raceways closer than 3 diameters on centers except at cabinet locations. At cabinet locations space and arrange raceways so as not to affect structural strength of slab. If

problem arises, increase slab thickness as approved by Architect. Ordinarily raceways 3/4" and smaller shall be installed in the slab. Larger conduits shall be installed below the slab and if the slab is structural, pile-supported they shall be suitably hung from the slab with non-corrosive hangers (galvanized rods, etc.)

- O. Raceways crossing concrete slab expansion joints: Where raceways, embedded in concrete, cross expansion joints, install conduit expansion fittings.
- P. Bends and offsets in PVC Conduit: Wherever possible use factory elbows. Make field bends of PVC conduit with benders and infra-red type heating devices specifically designed for the purpose which produce uniform heating of section to be bent. Use of torch or other flame-type devices is not acceptable. Cut out and discard any section of conduit showing evidence of scorching.
- Q. Above suspended ceilings where available structure for support of conduit is excessively distant from the ceiling, branch circuit conduits and boxes may be supported with "Caddy" fasteners on main runners of suspended ceiling grid. Install so as not to interfere with removal of ceiling tiles for accessibility. Feeder conduits and groups of branch circuit conduits shall be supported from the structure with unistrut trapeze hangers, all-thread rod, etc.
- R. All penetrations of rated construction (walls, floors, ceilings, etc.) shall be sealed using listed products/assemblies for that installation.
- S. All lighting branch circuits shall be run in conduit to outlet boxes secured to structure. From outlet boxes, a flexible armored metal cable/raceway (liquid-tight outdoors) may be used as a 'whip' to each individual luminaire provided that each 'whip' is no longer than 6 feet in length. Thru-wiring of fixtures may be employed only with the Engineer's approval.

3.3 INSTALLATION OF CONDUCTORS

- A. Except for cables and wires otherwise called for, install all conductors in conduit, raceways, or pull boxes.
- B. Make all splices electrically and mechanically secure.
- C. Pressure-type connectors, when used for wire size 6 AWG and smaller, shall be "Scotchlok" type; for wire size 4 AWG and larger use "Versitap" or heavy-duty "Locktite" type connectors.
- D. Insulate all splices with a minimum of two half-lapped layers of vinyl-plastic electrical tape where insulation is required.
- E. Tape all joints with rubber tape 1-1/2 times the thickness of the conductor insulation, then cover with friction tape or vinyl-plastic electrical tape.

- F. Cable pulling compounds shall be certified by the manufacturer as being harmless to the wiring insulation. Conductors shall be pulled into clean, completed raceways only.

3.4 INSTALLATION OF OUTLET BOXES

- A. Where outlet boxes are used to support ceiling mounted fixtures, devices, etc. the outlet box shall be firmly anchored to the structural members of the building. Suspended ceiling construction shall not be used to support such boxes unless permission is obtained from the Architect, and in all such cases proper T-bar supports shall be used. (See paragraph 3.2 Q, above.) Do not support boxes by means of the conduit entering them. Secure boxes to structure, hangers, all-thread rod, etc. to provide solid support.
- B. Where outlets at different levels are shown adjacent, they shall be installed in one vertical line unless conditions warrant otherwise.
- C. At locations where two or more devices are shown adjacent and at the same mounting height, they shall be installed in one outlet box and covered with one face plate.
- D. Except as otherwise specified, blank covers shall be installed on all junction boxes, capped outlets and all outlets not indicated as containing wiring devices or lighting fixtures. Covers for outlets in walls shall be as specified for wall switches and receptacles.
- E. Install junction and pull boxes in readily accessible locations. Locate so as not to be blocked by equipment, piping, ducts and the like. Whether indicated on Drawings or not, provide junction or pull boxes where required due to field conditions. No additional cost to Owner will be allowed for such boxes.
- F. Flush-mounted wall boxes shall be installed with front edge as close as possible to face of finish wall. In no case shall the set-back exceed the limits prescribed in paragraph 314.20 of the NEC and in all cases devices and plates shall be positioned as described in paragraph 406.5(D) of the NEC. Use properly sized plaster rings to facilitate this requirement.

3.5 INSTALLATION OF WIRING DEVICES

- A. Wiring devices shall be installed in outlet or switch boxes suited to the purpose and shall be provided with cover plates as specified and as required for the environment.
- B. Except as otherwise indicated or required by job conditions mounting heights shall be as follows:

1. Wall switches - 4'-0" A.F.F.
2. Convenience outlets - 18" A.F.F. unless indicated otherwise
3. Countertop convenience outlets -
 - a) Where backsplashes are 4" or less, mount receptacles to clear backsplashes by 2".
 - b) Where backsplashes are over 4" high, mount receptacles with top of plate at 4" above countertop.
4. Special outlets - as required to serve equipment or as shown on Plans.

3.6 SURFACE CONDITIONS

- A. Prior to all Work of this Section, carefully inspect the installed Work of all other Trades and verify that all such Work is complete to the point where this installation may properly commence. Verify that electrical installation may be made in complete accordance with all pertinent codes and regulations and the original design.
- B. In the event of discrepancy, immediately notify the Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.7 PREPARATION

- A. Coordinate the installation of electrical items with the schedules for Work of other Trades to prevent unnecessary delays in the total Work. Where lighting fixtures and other electrical items are shown in conflict with locations of structural members and mechanical or other equipment, furnish and install all required supports and wiring to clear the encroachment.
- B. The accompanying Drawings show approximate location of feeders, branch circuits, light and power circuits, etc. Complete and accurate details in regard to locations will be determined in the field and any reasonable changes in locations shall be made before roughing-in without additional cost to the Owner.

3.8 CUTTING AND PATCHING

- A. The Contractor shall do all cutting where necessary for installation of electrical work with approval of the Architect and/or Engineer as to cutting of any structural beams or joists. All patching shall be done to the satisfaction of the Architect.

- B. Where cutting of masonry is required for installation of switches and receptacles Contractor shall exercise care that holes are not larger than required. In any case where holes are too large to be covered by standard device plates, the Contractor shall furnish oversized device plates for all devices in that room or area or masonry shall be patched to the satisfaction of the Architect.
- C. Cutting and patching of all streets, walks, and other paved areas necessary for the successful completion of this Contract shall be included in this Contract. Where the Contractor cuts or breaks roadways or walks, he shall repair or replace these sections to match existing.

3.9 PAINTING

- A. All painting shall be done as described in other Divisions of the Specifications. The Contractor shall leave Work installed under this Division free of rust, dirt, grease, plaster, and labels.
- B. All iron and steel installed under this Division shall be protected against rusting. Material which does not have a protective finish shall be painted at the time of installation.
- C. Equipment with a factory supplied finish, which is furnished and installed under this Division shall have scratches, chips, etc. repaired and refinished to the satisfaction of the Architect.

3.10 EXCAVATION AND BACKFILLING

- A. The Contractor shall do all excavation and backfilling required for the installation of Electrical Work.
- B. Burial depth shall be at least code-required or as shown on Drawing.
- C. Backfill shall be done in layers of 12" fill, wetted down and tamped for each consecutive layer up to grade, to 90% standard compaction.
- D. Excavations shall be filled as soon as possible and not left open for prolonged periods. Open excavations shall be properly attended or suitably guarded to prevent accidents.

3.11 ACCESS PANELS

- A. Provide access panels in walls/ceilings where electrical equipment, junctions boxes, etc. are inaccessible. Fire rating shall be maintained where access panel is installed.

END OF SECTION 26 05 30

SECTION 26 05 53 – IDENTIFICATION FOR ELECTRICAL EQUIPMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Identification of electrical equipment, raceways, conductors, and devices.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Nameplates: Engraved phenolic, 1/16-inch thick, black with white core, minimum 1-inch high letters for panelboards and ½-inch for other equipment.
- B. Labels: Self-adhesive vinyl or polyester, machine-printed, permanent.
- C. Wire Markers: Slip-on or adhesive type, machine-printed, at every accessible point.
- D. Circuit Directory Cards: Typewritten or laser-printed, laminated, in each panelboard.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Panelboards & Switchboards: Provide engraved nameplates identifying panel designation, voltage, phase, amperage (upstream breaker size), supplied from (source panel)
- B. Disconnecting Means: Provide engraved nameplates identifying voltage, phase, amperage (upstream breaker size), supplied from (source panel), unit tag (equipment served).
- C. All Receptacles, Switches, and Devices: Label with circuit number.
- D. Raceways: Label with circuit number or system type (i.e. Fire Alarm) at minimum 50-foot intervals, at each end, and at each pull box.
- E. Conductors: Identify phase, neutral, and ground at every termination and splice.
- F. Junction and Pull Boxes: Label with circuit numbers or system served.
- G. All labeling shall be in accordance with this section and visible prior to ceiling installation or other concealment.

3.2 WARNING AND IDENTIFICATION SIGNS

- A. Install arc-flash hazard warning labels in accordance with NEC 110.16 on all equipment required by the code. Labels shall be based on the approved Arc Flash Study.
- B. Install available fault current labels in accordance with NEC 110.24 on service equipment.
- C. All labels shall be permanent, durable, and meet the requirements of NEC 110.21(B).

END OF SECTION 26 05 53

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SECTION 26 05 73 – ELECTRICAL - SHORT CIRCUIT AND ARC FLASH RISK ASSESSMENT

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. The electrical contractor shall retain the services of an independent third party firm, or the equipment manufacturer's technical services group, to perform a short circuit study and arc flash risk assessment as described herein.
- B. Preliminary studies shall be submitted to the Engineer prior to receiving final approval of the distribution equipment shop drawings and/or prior to release of equipment for manufacture to ensure the characteristics and ratings of the proposed overcurrent devices will be satisfactory. The final submittal shall capture any changes in circuit lengths, wire sizes, additional loads, etc. that may occur during the construction project.
- C. The studies shall include all portions of the electrical distribution system from the normal power source or sources, and emergency/standby sources, down to and including the smallest OCPD in the distribution system (for short circuit calculations). Normal system connections and those which result in maximum fault conditions shall be adequately covered in the study.
- D. The firm should be currently involved in low-voltage power system evaluation. The study shall be performed, stamped and signed by a registered professional engineer in the State of Louisiana. Credentials of the individual(s) performing the study and background of the firm shall be submitted to the Engineer for approval prior to start of the work. A minimum of five (5) years experience in power system analysis is required for the individual in charge of the project.
- E. The firm performing the study should demonstrate capability and experience to provide assistance during start up as required.
- F. The study and assessment shall be performed on SKM Dapper, Captor and PowerTool software or EasyPower product suite software.

1.02 RELATED WORK

- A. Applicable provisions of Division 1 govern work under this section.

1.03 REFERENCE STANDARDS

- A. Standards listed in the IEEE "Buff Book", latest edition

B. National Fire Protection Association (NFPA) 70E, latest edition

C. IEEE 1584 – Guide for Performing Arc Flash Calculations

1.04 DATA COLLECTION FOR THE STUDY

- A. The contractor shall provide the required data for preparation of the studies. The engineer performing the system studies shall furnish the contractor with a listing of the required data immediately after award of the contract.
- B. The contractor shall expedite collection of the data to assure completion of the studies as required for final approval of the distribution equipment shop drawings and/or prior to release of the equipment for manufacture.

1.05 SUBMITTALS

- A. Third Party Qualifications: Submit qualifications of individual(s) who will perform the work to the Engineer for approval prior to commencement of the studies.
- B. Preliminary Report: Submit a draft of the studies to the Engineer for review prior to delivery of the final study to the Owner. Make all additions or changes as required by the reviewer. For building construction projects, submit a draft of the studies to the Engineer for review prior to Engineer approval of project electrical switchgear, panelboard and generator shop drawings.
- C. Final Study Report: Provide studies in conjunction with equipment submittals to verify equipment ratings required.
 - 1. The results of the power system studies shall be summarized in a final report and provided in the following formats. Provide (2) electronic copies of the final report and one-line diagrams in PDF format. Provide (2) electronic copies of the final report in MS Word format and the one-line diagrams in CAD format.
 - 2. Also provide (2) electronic copies of all files generated by the SKM or EasyPower software for all scenarios evaluated in the studies. The files shall permit the studies to be opened, reviewed or updated by any user of the analysis software used for the studies.
- D. The report shall typically include the following sections:
 - 1. I. Overview
 - 2. II. Short Circuit Study
 - a. SC-1 Purpose
 - b. SC-2 Explanation of Data
 - c. SC-3 Assumptions
 - d. SC-4 Analysis of Results
 - e. SC-5 Recommendations

- f. SC-6 Fault Analysis Input Report from Software Program
 - g. SC-7 Fault Contribution Report
 - 3. IV. Arc Flash Study
 - a. ARC-1 Purpose
 - b. ARC-2 Explanation of Data
 - c. ARC-3 Assumptions
 - d. ARC-4 Analysis of Results
 - e. ARC-5 Recommendations
 - f. ARC-6 Arc Flash Evaluation Report from Software Program
 - 4. V. Prioritized Recommendations and Conclusions
 - 5. VI. Appendices
 - a. APP-1 One-line Diagrams from Software Program
 - b. APP-2 AutoCAD One-line Diagrams
 - c. APP-3 Protective Device Summaries from Software Program
 - d. APP-4 Reference Data
 - e. APP-5 Sample Work Permit Form
 - f. APP-6 Copy of Warning Labels, including study date
- E. The above sections shall include the following items in detail:
 - 1. Obtain available fault current from the local utility company.
 - 2. Short circuit studies shall evaluate the available fault current at each bus (each change of impedance), including all three-phase motors.
 - 3. Worst case Arc Flash values (highest incident energy) for project specific scenarios (low short circuit and high short circuit for each possible power supply source).
 - 4. Arc flash values for two maintenance cases, which define the arc flash values available at the equipment that would be available if the instantaneous trip of the upstream circuit breaker is set at a minimum value. This is recommended if someone has to work on live equipment.
 - 5. IEEE standard one-line diagram with equipment evaluation and circuit breaker settings that clearly define the system data and are easy to interpret. The diagrams should include the bus names and references used in the studies.
 - 6. Recommendations to reduce the arc flash incident energy in all areas that are subject to 8 calories per square centimeter or greater of available incident energy.
 - 7. Condition of Maintenance information for any existing equipment included in the study.
 - 8. Prioritized report summarizing all recommendations from this study. This shall include observed NEC code violations and their corrective action.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

3.01 SHORT CIRCUIT STUDY

- A. The short circuit and arc flash hazard studies shall be performed using SKM Dapper, Captor and PowerTool for Windows software or EasyPower product suite Windows based software packages.
- B. In the short circuit study, provide calculation methods and assumptions, the base per unit quantities selected, one-line diagrams, source impedance data including power company system characteristics, typical calculations, and recommendations. Calculate short circuit interrupting and momentary (when applicable) duties for an assumed 3-phase bolted fault at each supply switchgear lineup, unit substation primary and secondary terminals, low voltage switchgear lineup, switchboard, motor control center, distribution panelboard, pertinent branch circuit panelboard, and other significant locations throughout the system. Provide a ground fault current study for the same system areas, including the associated zero sequence impedance data. Include in tabulations fault impedance, X to R ratios, asymmetry factors, motor contribution, short circuit KVA, and symmetrical and asymmetrical fault currents.
- C. Include complete fault calculations as specified herein for each proposed and ultimate source combination. Note that source combinations may include present and future supply circuits, large motors, or generators as noted on drawing one-lines.
- D. When Current Limiting fuses are utilized as part of the distribution system, the current limiting characteristics shall be accounted for when doing calculations downstream. Manufacturer's data utilizing maximum fault current – Apparent RMS Symmetrical Current that the fuse will let through during fault conditions shall be used. If modeling software does not take this into account, values shall be manually entered prior to doing calculations.
- E. Utilize equipment load data for the study obtained by the Contractor from contract documents, including contract addendums issued prior to bid openings.
- F. Include fault contribution of all motors in the study. Notify the Engineer in writing of circuit protective devices not properly rated for fault conditions.

3.02 ARC FLASH RISK ASSESSMENT

- A. As part of the short circuit and coordination study, arc flash risk assessment shall be included. The study shall include the following:
 - 1. Determine and document all possible utility and generator/emergency sources that are capable of being connected to each piece of electrical gear. Calculations shall be based on highest possible source connection.

2. Calculations to conform to National Fire Protection Association (NFPA) 70E recognized means of calculation standards. All incident energy units shall be calculated in calories per square centimeter.
 3. Provide recommended boundary zones and personal protective equipment (PPE) based on the calculated incident energy and requirements of NFPA 70E for each piece of electrical gear.
- B. Electrical Contractor shall provide warning labels as required by OSHA based upon the results of the arc flash risk assessment. At a minimum, the labeling shall contain the following information: nominal system voltage, arc flash boundary, limited approach boundary, restricted approach boundary, available incident energy and the corresponding working distance or the arc flash PPE category, minimum arc rating of clothing, and study date. Label shall also include the name or logo and the phone number of the company performing the study.
- C. Arc flash warning labels shall be affixed to all electrical equipment that is likely to require examination, adjustment, servicing or maintenance while energized. This includes, but is not limited to, medium-voltage switchgear, transformers, switchboards, panelboards, three-phase disconnect switches, transfer switches, motor control centers, motor controllers, and three-phase motor disconnect switches.

END OF SECTION 26 05 73

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SECTION 26 22 00 – ELECTRICAL - LOW-VOLTAGE TRANSFORMERS

PART 1 - GENERAL

1.1 SCOPE

The work under this section includes dry type general purpose transformers and dry type isolation transformers. Transformer primary and secondary voltages are under 600V. Included are the following topics:

1.2 REFERENCES

U.S. Department of Energy (DOE) CFR Title 10, Chapter II, Part 431, Subpart K - Distribution Transformers.

1.3 SUBMITTALS

Include outline and support point dimensions of enclosures and accessories, unit weight, voltage, kVA, impedance ratings and characteristics, loss data, efficiency at 25, 50, 75 and 100 percent rated load, sound level, tap configurations, insulation system type, and rated temperature rise.

1.4 OPERATION AND MAINTENANCE DATA

All operations and maintenance data shall comply with the submission and content requirements specified under Division 1.

1.5 DELIVERY, STORAGE, AND HANDLING

Store and protect equipment in a dry location with uniform temperature. Cover ventilating openings to keep out dust.

Handle transformers using only lifting eyes and brackets provided for that purpose. Protect units against entrance of rain, sleet, or snow if handled in inclement weather.

PART 2 - PRODUCTS

2.1 DRY TYPE GENERAL PURPOSE TRANSFORMERS

Dry Type General Purpose Transformers: Factory-assembled, air cooled, dry type general purpose two winding transformers; ratings as shown on the Drawings.

All transformers shall meet the U.S. Department of Energy minimum efficiency levels for distribution transformers as mandated in CFR Title 10, Chapter II, Part 431, Subpart K - Distribution Transformers, - also referred to as DOE 2016 Efficiency levels.

Insulation system shall be rated at 220 degrees C.

Winding temperature rise shall be rated at 150 degrees C above a 40 degree C ambient.

Case temperature shall not exceed 50 degrees C rise above a 40 degrees C ambient at its warmest point.

Winding Taps, Transformers 15 KVA and Larger: Four 2-1/2 percent taps, two above and two below rated voltage, full capacity taps on primary winding.

Sound Levels: Maximum sound levels shall be as follows:

<u>KVA</u> <u>Rating</u>	<u>Sound</u> <u>Level</u>
0-9	40 dB
10-50	45 dB
51-150	50 dB
151-300	55 dB
301-500	60 dB
501-700	62 dB

Ground core and coil assembly to enclosure by means of a visible flexible copper grounding strap sized to meet NEMA and UL standards.

Coil Conductors: Continuous windings with termination pads brazed or welded.

Isolate core and coil from enclosure using vibration absorbing mounts.

Enclosure: NEMA Type 1 indoor, NEMA type 3R outdoors. Provide lifting eyes or brackets.

Nameplate: Include transformer connection data.

Mounting: Transformers 75 KVA and less shall be suitable for wall (min. 12" off wall), floor, or trapeze mounting; transformers larger than 75 KVA shall be suitable for floor or trapeze mounting.

PART 3 - EXECUTION

3.1 INSTALLATION

Set transformer plumb and level. All transformers mounted to floor shall be installed on a 3-1/2" concrete pad.

Use flexible conduit, 2 ft. (0.6 m) minimum length, for connections to transformer case. Make conduit connections to side panel of enclosure. Conduit entry can be in the bottom of the transformer in locations where PVC conduit is used in slab on grade, - provide a PVC connector and bushing, or bell ends, on each conduit entry. Coordinate conduit installation with submittals and shop drawings for the transformer.

Mount transformers on vibration isolating pads installed between the floor and the transformer, suitable for isolating the transformer noise from the building structure.

Provide sufficient space around transformer for cooling as recommended by the manufacturer. Provide a minimum space of 12" between the transformer and any wall.

Transformers within the same room shall not be installed directly above or below another transformer.

3.2 FIELD QUALITY CONTROL

Check for damage and tight connections prior to energizing transformer.

Measure primary and secondary voltages and make appropriate tap adjustments within 2-1/2% of the normal operating load after the building is in full operation.

END OF SECTION 26 22 00

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SECTION 26 24 00 - ELECTRICAL - DISTRIBUTION SYSTEM

PART 1 GENERAL

1.1 SERVICE

- A. New service to Hanger A shall be 480/277 volts, three phase, four wire. Coordinate new service with utility (TPCG).
- B. Existing service to Hanger B is 120/240 volts, three phase, four wire. Coordinate increase in service (new service conductors) with utility (TPCG).

1.2 DISTRIBUTION EQUIPMENT

- A. The Contractor shall furnish and install all apparatus (panelboards, disconnects, etc.) required for a complete installation.

PART 2 PRODUCTS

2.1 PANELBOARDS

- A. The panel designated as "HM" shall be Square D type I-Line.
- B. The panels designated as "LB", "B1", & "B2" shall be Square D type NQ.
- C. All panels shall have copper bus.
- D. Panels shall be arranged essentially as scheduled on Drawings.
- E. Panels shall be provided with a ground bar and engraved nameplate, secured with screws or permanent adhesive.
- F. Equivalent products by Siemens, GE, or Cutler-Hammer are acceptable.

2.2 SAFETY DISCONNECTS

- A. Disconnects shall be Square D heavy duty type. Equivalent products by Siemens, GE, or Cutler-Hammer are acceptable.
- B. For each disconnect whose purpose is not readily apparent (such as by location immediately adjacent to load served), provide an engraved identifying nameplate, as specified above for panels, describing the load or use of the disconnect and a matching or coordinating label for the load.

- C. Where fusing is required, fuses shall be Class RK-5, 250 volts or 600 volts as required, dual element time-delay type, with 200,000 A.I.C.

PART 3 EXECUTION

3.1 INSTALLATION OF PANELS

- A. Install panels with top approximately at 6'-6" A.F.F. or to suit conditions.
- B. Provide typewritten directory for branch circuit identification for each panel. Use permanent room numbering and names where applicable. (Note: Room numbers on Architectural drawings are not necessarily the permanent numbers. Obtain from the Architect the numbering scheme to be used for room/door placards before completing directories. Circuit identifications shall include description of the load, such as lights, receptacles, HVAC, projector, etc. It is not acceptable to state, "Office" or "Lights" alone.
- C. Tighten all lugs, connectors, screws, terminals, etc. to manufacturer's specifications or UL standards.
- D. Neutral and ground shall be bonded only at the service entrance.

END OF SECTION 26 24 00

SECTION 26 43 13 - ELECTRICAL – SURGE PROTECTIVE DEVICES

PART 1 GENERAL

1.1 SCOPE

- A. The work under this section includes Surge Protective Devices (SPDs) as indicated on the project drawings and electrical diagrams.

1.2 RELATED WORK

- A. Applicable provisions of Division 1 govern work under this Section.

1.3 REFERENCE STANDARDS

- A. ANSI/UL 1449, Fourth Edition – Standard For Surge Protective Devices.
- B. ANSI/IEEE C62.41.1 Guide on the Surge Environment in Low-Voltage AC Power Circuits.
- C. ANSI/IEEE C62.41.2 Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.
- D. ANSI/IEEE C62.45 Recommended Practice on Surge Testing for Equipment Connected to Low Voltage AC Power Circuits.
- E. IEEE C62.62 Standard Test Specification for Surge Protective Devices For Low-Voltage AC Power Circuits.
- F. NFPA 70, NEC Article 285

1.2 QUALITY ASSURANCE

- A. The manufacturer shall have been in the Surge Protective Device industry for a minimum of 5 years.

1.3 WARRANTY

- A. The manufacturer shall provide a minimum 5 year warranty from the date of shipment of the SPD.

1.4 SUBMITTALS

- A. Include all SPD data necessary to show device is in compliance with all product specifications. Include product data sheets showing the device performance,

dimensions, weight, connections, and mounting requirements, along with installation instructions.

1.5 OPERATION AND MAINTENANCE DATA

- A. All operations and maintenance data shall comply with the submission and content requirements specified under general requirements section.

PART 2 - PRODUCTS

2.1 SURGE PROTECTIVE DEVICES

- A. The SPD shall be Listed in accordance with UL 1449, Fourth Edition. The product and ratings shall be included in the database of the UL.com web site.
- B. The surge protective device (SPD) shall be designated a location Type 1 or Type 2 device intended for installation on the load side of the service equipment overcurrent device.
- C. The SPD shall be connected in parallel with the facility's electrical system.
- D. The SPD shall be made up of metal oxide varistors (MOV's), or a combination of MOV's with selenium cells or silicon avalanche diodes, ensuring that all of the performance requirements are met. Gas tubes shall not be used.
- E. The entire SPD shall be enclosed in a metal or ABS enclosure, NEMA rated for the location. SPDs at main service equipment shall be mounted outside the switchboard or panelboard (not integral to, or installed within the switchboard or panelboard). SPDs for branch panelboard (2nd tier) locations may be mounted outside of, or integral to, the branch panelboard. SPDs installed internal to the distribution equipment shall be of the same manufacturer as the equipment.
- F. The SPD shall have a maximum continuous operating voltage (MCOV) rating not less than 115% of nominal voltage of the system it is protecting.
- G. Protection Modes:
 - i. The SPD shall have line to neutral (L-N), line to ground (L-G), line to line (L-L) and neutral to ground (N-G) protection modes for three-phase grounded wye configured systems. For a three-phase delta configured system, the device shall have line to line (L-L) and line to ground (L-G) protection modes.
- H. Voltage Protection Rating (VPR):
 - i. The UL 1449 Voltage Protection Rating (VPR) for the device shall not exceed the following:
 - a. 208Y/120 volt applications: 800V L-N, L-G, N-G; 1200V L-L

- b. 480Y/277 volt applications: 1200V L-N, L-G, N-G; 2000V L-L
- c. 480 volt delta applications: 2000V L-G, 2000V L-L

I. Nominal Discharge Current (In):

- i. The UL 1449 Nominal Discharge Current Rating (In) shall not be less than the following:
 - a. 20kA for service entrance, switchboard, and main distribution panel locations
 - b. 10kA for branch panelboard (2nd tier) locations

J. Short Circuit Current Rating (SCCR):

- i. The SPD shall have a UL 1449 Short Circuit Current Rating (SCCR) of not less than 200kA.

K. Surge Current Rating:

- i. The single-pulse (8 X 20 microsecond waveform as specified in ANSI/IEEE Standard C62.41) surge current capacity shall not be less than the following:
 - a. 100kA per mode (200kA per phase) for service entrance, switchboard, and main distribution panel locations
 - b. 50kA per mode (100kA per phase) for branch panelboard (2nd tier) locations

L. Each SPD shall include externally-mounted LED visual status indicators that indicate the on-line status of the unit, for each phase.

M. At main distribution panel locations each SPD shall include the following features:

- i. audible diagnostic monitoring by way of an audible alarm function
- ii. one set of NO/NC dry contacts for alarm conditions

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install SPD units in accordance with manufacturer's written instructions, applicable requirements of NEC and NEMA standards, and recognized industry practices.
- B. The SPD units shall be installed at the locations shown on the drawings, or as indicated in the one-line diagram. They shall be parallel-connected to, and located adjacent to the switchboard or panelboard being protected. Locate as close as practical to the bus, keeping lead length as short as possible (less than 3 feet preferred to ensure optimum performance).

- C. SPDs shall be connected through a multi-pole circuit breaker or fused disconnect switch, not into main lugs. Circuit breaker or fused disconnect switch shall be 60A for main service device, 30A for branch panelboard device or as recommended by the manufacturer.
- D. Use schedule 40 PVC conduit or metallic conduit between the SPD and the switchboard or panelboard as recommended by the manufacturer. Avoid sharp bends, excess length, and splices in the wires. Where possible, use a close-nippled connection with wires going directly to a circuit breaker within the switchboard or panelboard.
- E. Setup and test per the manufacturer's recommendations.

END OF SECTION 26 43 13

SECTION 28 16 00 - INTRUSION DETECTION SYSTEM

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes: combination intrusion detection control panel, detection devices, notification appliances, annunciators, power supplies, wiring, programming, testing, and commissioning.
- B. Work by Others: door hardware, electric strikes/maglocks, and 120 VAC branch circuits serving the control panel. Coordinate connections with those trades.

1.02 REFERENCES

- A. Comply with the following as applicable to the Work:
- B. NFPA 70 – National Electrical Code.
- C. UL 365 – Police Station Connected Burglar Alarm Units and Systems.
- D. UL 609 – Local Burglar Alarm Units and Systems.
- E. UL 1610 – Central-Station Burglar-Alarm Units.

1.03 SYSTEM DESCRIPTION

- A. Provide a UL-listed commercial burglary control system with integrated access-control and CCTV-switching capability.
- B. Minimum capabilities:
 - 1. 128 zones.
 - 2. 8 independent partitions plus a master viewing partition.
 - 3. 150 user codes.
 - 4. Up to 96 relay outputs.
 - 5. Up to 30 addressable ECP devices (keypads, RF receivers, relay modules).
 - 6. Hardwired, polling-loop, and commercial wireless zones.
 - 7. Central-station reporting by digital dialer, long-range radio, and encrypted internet
 - 8. 512-event log, scheduling, and remote up/download.
 - 9. Supervision of peripheral devices.

1.04 SUBMITTALS

- A. Product Data: manufacturer data sheets and installation manuals for all proposed components.
- B. Shop Drawings: floor plans with device locations, riser, point schedule, partition assignments, and interface diagrams.
- C. Record Drawings: as-built device locations and wiring, submitted electronically at Substantial Completion.
- D. Operation and Maintenance Data: system-specific O&M manuals and user instructions.
- E. Test Reports: field test of every device, with date, tester, and pass/fail. Retest failed devices.
- F. Maintenance Agreement: sample one-year manufacturer/installer service agreement with cost, for Owner review.

1.05 QUALITY ASSURANCE

- A. Manufacturer: minimum 10 years producing similar systems; ISO 9001 certified.
- B. Installer: minimum 2 years installing similar systems and acceptable to the manufacturer. Provide factory-trained technicians for programming and commissioning.

1.06 WARRANTY

- A. Warrant materials and workmanship for one year from Substantial Completion, including labor to repair or replace defective work.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable manufacturer: Honeywell (VISTA-128BPT). Substitutions require prior written approval and demonstrate equivalent listing, zone/partition capacity, and reporting features.

2.02 CONTROL PANEL

- A. UL commercial burglary listed. Wall-mounted metal cabinet, maximum 16 in. H x 14 in. W x 4 in. D.
- B. Power:
 - 1. Primary: 120 VAC, 50/60 Hz to 16.5 VAC, 40 VA transformer.
 - 2. Standby battery: rechargeable 12 VDC sealed lead-acid, 12 to 34 AH.
 - 3. Alarm output: 12 VDC, 1.7 A per bell circuit.
 - 4. Auxiliary standby: 12 VDC, 0.75 A maximum.

- 5. Combined auxiliary and alarm current: 2.3 A maximum.
- 6. Battery, auxiliary, and bell outputs power-limited and PTC-protected.
- C. Environment: store -10°C to 70°C; operate 0°C to 50°C (32°F to 120°F); 85 percent RH, non-condensing. Meet FCC Part 15 Class B and Part 68.
- D. Hardwired zones: 8 Style B zones, EOLR-supervised for UL work, N.O. or N.C. Individually assignable to any partition.
- E. Partitions: 8 operating partitions plus master partition for multi-partition keypad view. Common-lobby arm/disarm logic. Entry/exit delays and account numbers selectable by partition.
- F. User codes: 150 codes with assignable authority, partition access, global arming, and opening/closing reports.
- G. Event log: 512 events, viewable at keypad or downloader, printable with zone descriptors.
- H. Programming: local or remote using manufacturer downloader. Automatic daylight-saving adjustment.
- I. False-alarm reduction: cross-zoning and exit-error reporting.

2.03 EXPANSION AND PERIPHERALS

- A. Polling loop: up to 120 additional hardwired zones, 128 mA maximum, 12,000 ft without shielded cable. RPM enclosures tamper-protected. Zones Class B Style Y, or combination Style Y/Z.
- B. Wireless: up to 128 wireless zones using 5800-series devices and 5881ENHC commercial receiver (maximum two receivers). Supervised check-in and tampers except as listed.
- C. Relays: up to 96 Form C outputs via 4204 ECP and/or 4101SN polling-loop modules. Programmable by event, schedule, or manual command.
- D. Access control: up to 15 VistaKey single-door modules and 500 cardholders, or relay-controlled door release as indicated.
- E. CCTV switching: VistaView 100 or equal, event-driven by burglary or access events, up to 60 camera inputs and 30 outputs, where indicated.
- F. Keypads: up to 16 standard or 6 touch-screen keypads. Assignable to any partition. Four function keys for panic and macros (32 macros per system).

- G. Optional: interactive phone module, 4146 keyswitch (uses Zone 7), voltage triggers, and audio alarm verification.

2.04 COMMUNICATION

- A. Formats: Contact ID and ADEMCO Express; 4- or 10-digit account numbers.
- B. Primary and backup paths: digital dialer and/or ECP long-range radio. Dynamic signaling to select radio or dialer as primary.
- C. Internet reporting through listed encrypted path (minimum 1024-bit).

2.05 DETECTION AND NOTIFICATION

- A. Provide door contacts, motion detectors, glass-break detectors, and other devices as shown on the Drawings. Devices shall be UL-listed for commercial burglary.
- B. Wireless equivalents, where used, shall be the 5817CB contact transmitter, 5869 hold-up transmitter, and other 5800-series commercial burglary devices, or approved equal.
- C. Notification: sirens compatible with 12 VDC bell output. Auxiliary devices shall operate on full-wave rectified unfiltered voltage where required by the panel.

2.06 WIRE AND CABLE

- A. Honeywell Genesis or equal, non-shielded unless noted. Size and jacket as follows:
- B. Keypads: 4/C, 22 AWG or 18 AWG (1104/2104/3104 or 1119/2115/3115).
- C. VPLEX / polling-loop expanders: 2/C, 18 AWG (1118/2114/3114; direct burial 4156).
- D. Four-wire powered detection: 4/C, 18 AWG (1119/2115/3115; burial 4157).
- E. Unpowered contacts: 2/C, 22 AWG (1102/2102/3102).
- F. Panel AC: 2/C, 16 AWG (1125/2121/3121).
- G. Equipment grounding: 14 AWG insulated copper.
- H. Select general-purpose, riser, plenum, or burial jacket to match the installed environment.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install and program the system in accordance with manufacturer instructions, UL listing, NFPA 70, and the Drawings.
- B. Provide boxes, supports, conduit, cable, and terminations for a complete operating system.
- C. Obtain Owner approval of keypad, panel, and device locations before rough-in.
- D. Run cable parallel to building lines. Do not exceed 40 percent conduit fill. Lace or tie conductors in enclosures.

3.02 PROGRAMMING

- A. Assign zones, partitions, users, delays, and reports with the Owner.
- B. Program zone descriptors, schedules, and central-station account data before testing.
- C. Enable supervision of ECP device addresses.

3.03 TESTING AND DEMONSTRATION

- A. Test every device and every required sequence. Document date, tester, and result. Correct deficiencies and retest.
- B. Demonstrate the system to the Owner's representative.
- C. Train Owner-designated staff in arming, disarming, bypass, user codes, and trouble response.

3.04 CLOSEOUT

- A. Deliver as-builts, O&M manuals, programmed device list, and spare keys/codes to the Owner.
- B. Leave the system armed or disarmed as directed by the Owner at Substantial Completion.

END OF SECTION 28 16 00

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SECTION 28 46 00 - ELECTRICAL - FIRE ALARM SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This specification provides the requirements for the installation of a complete Addressable Analog Fire Detection System. The system shall include, but not be limited to: control panel, alarm initiating and indicating peripheral devices, conduit, wire, and accessories required to furnish a complete operational system.
- B. Provide a new addressable panel specified herein.
- C. Notification appliances shall be horns and horn/strobes (audible/visual) as shown on the Drawings.
- D. The Fire Alarm Contractor shall coordinate his work with other trades and with all relevant construction drawings, shop drawings, etc. to ensure timely installation of rough-ins, devices, etc. in order to minimize exposed work and provide the most effective system which complies with all applicable codes. The Contractor may add, relocate, or modify devices (such as intensity of strobes) if necessary for acceptable operation.

1.2 RELATED DOCUMENTS

- A. Drawings.
- B. General provisions of contract, including General and Supplementary conditions.
- C. Section 26 05 00 - Electrical - General Provisions.
- D. Section 26 05 30 - Electrical - Basic Materials & Methods.

1.3 STANDARDS AND CODES

- A. The entire system installation and wiring shall comply with applicable provisions of the current issue of NFPA 72, NFPA 101 Life Safety Code, the Americans with Disabilities Act, the National Electrical Code, and codes and regulations of local authorities having jurisdiction, including the Louisiana State Fire Marshal.
- B. The system and all components shall be listed by Underwriters Laboratories Inc. for use in fire protective signaling systems under the following standards as applicable:
 - UL 864 Control Units and Accessories for Fire Alarm Systems.
 - UL 268 Smoke Detectors for Fire Alarm Systems.
 - UL 268A Smoke Detectors for Duct Applications.
 - UL 521 Heat Detectors for Fire Protective Signaling Systems.
 - UL 464 Audible Signaling Appliances.
 - UL 1971 Signaling Devices for the Hearing Impaired.
 - UL 1638 Visible Signaling Devices for Fire Alarm and Signaling Systems.
 - UL 1481 Power Supplies for Fire Protective Signaling Systems.

1.4 SUBMITTALS

- A. Submittal data for the Fire Alarm System shall consist of shop drawings and catalog cuts indicating technical data necessary to evaluate the equipment, including dimensions of all cabinets, fabrication materials, and other descriptive data necessary to fully describe the equipment proposed. Submittals shall be provided to the Engineer for review and through the Professional of Record to the Fire Marshal.
- B. A one-line diagram shall be included with the submittal material including all alarm initiation devices, horn and horn/strobe notification appliances, and control equipment. This diagram is to indicate the fire zoning of the building. Conduit sizes shall be in accordance with Section 26 05 30 and wiring requirements. Also typical alarm, notification, and control circuit diagrams shall be submitted. Provide calculations to support the size of standby batteries submitted. Provide notification-appliance circuit voltage-drop and candela calculations.

1.5 CONTRACT CLOSEOUT SUBMITTALS

- A. Contractor shall deliver two copies of the following to the Owner's representative within thirty days of date of system acceptance:
 - Installation and Programming manuals covering the installed system.
 - The application program listing for the system as installed at the time of acceptance.
 - Name, address and telephone of the authorized factory representative.
 - Final life safety program loaded into system in both hard copy (in English; source code will not be acceptable) and electronic format to specifying engineer within 30 days of acceptance. Program listing must be generated from actual file loaded into system.
 - Sensitivity reports showing all sensors with address, sensitivity level, current obscuration values and number of times per device alarm verification has occurred, current at time of acceptance.
 - Record Drawings.

1.6 WARRANTY

- A. The entire installation shall be warranted by the Contractor (and his suppliers) against defects in materials, workmanship, and performance for a period of one year from date of completion and final acceptance of the facility. Contractor shall furnish free of charge to Owner all materials and labor necessary to comply with this guarantee.

1.7 TESTING

- A. Upon completion, the Contractor shall conduct a total system test for the Owner, Architect, Engineer, and Fire Marshal. At minimum the test shall include:
 - Verifying operation of all manual stations, all analog smoke detectors, analog duct detectors, and thermal detectors.
 - Verifying line supervision of all data, initiating, and notification circuits.
 - Verifying the operation of all indicating devices, audible (horns) and visual (strobes and horn/strobes).
 - Verifying temporal-pattern horn output and strobe synchronization within each notification zone.
 - Verifying the operation of all alarm-initiated control functions.

- B. The Contractor shall verify in writing that these test functions have been successfully completed. Verification will be by factory certified technician.

1.8 FIRE ALARM SYSTEM SEQUENCE OF OPERATION

- A. A general fire alarm shall be initiated by actuation of any manual alarm station, verified area smoke or thermal detector, duct detection system, sprinkler system flow switch, or kitchen hood extinguishing system, where such devices are provided.
- B. When an area smoke detector is initially activated, the system shall start the alarm verification mode. After the detector has processed through the reset portion of the verification mode and is activated a second time it will allow the general alarm sequence to occur. If a second alarm is activated at any time during the alarm verification period, the general alarm sequence shall occur. Activation of any contact device, i.e. pull station, shall bypass the alarm verification mode and the general alarm sequence shall occur.
- C. The fire alarm system shall have the following responses once an alarm has been initiated:
- Display location and type of alarm at the fire alarm control panel and remote annunciator (where provided).
 - Sound an audible device at the fire alarm control panel and remote annunciator (where provided).
 - Activate all horn and horn/strobe notification appliances throughout the associated building / notification zone.
 - Synchronize visual strobes within each notification zone.
 - Perform HVAC shutdown and other control functions as indicated on the Drawings and as required by Code.
 - Activate the digital / cellular communicator to notify the remote monitoring station and local fire department as applicable.
- D. Preceding items shall occur simultaneously and shall be continuous until the activated device is returned to normal, except that the alarm indicating appliances may be silenced. However, the entire alarm sequence shall recur in the event of a second alarm condition. When the actuated device has been restored to its normal condition the system may be reset. Visual strobes shall continue to operate until the system is reset.
- E. Equipment shall be supervised for opens and grounds in initiating circuits and notification appliance circuits.
- F. All changes of status shall be retained in the fire alarm control panel's historical log feature.
- G. Panel shall provide trouble signals for all required conditions.

1.9 CIRCUITING GUIDELINES FOR INTELLIGENT SYSTEMS

- A. All system sensors shall be of the Addressable Analog type. Each individual device point number and message shall be displayed on the Master Controller's LCD.
- B. Each horn, strobe, and horn/strobe notification appliance shall be circuited utilizing supervised notification appliance circuits (NACs).

PART 2 - PRODUCTS

2.1 ACCEPTABLE EQUIPMENT MANUFACTURERS

- A. The submitted equipment shall equal or exceed the quality, performance, functions and features of the specified equipment. The fire alarm system shall be MIRCOM or approved equivalent. All substitutions of operating capabilities or equipment called for in these specifications shall be listed in writing and forwarded to the Engineer. Any such exceptions, variances or substitutions shall be listed at the time of submittal; failure to do so shall be grounds for immediate disapproval without comment.
- B. Acceptable Manufacturers shall be engaged in the manufacture of addressable fire alarm panels for at least 5 years and have a fully equipped, factory trained and authorized service organization within 100 miles of the Project Site. Equivalent products by Notifier and Edwards are acceptable.

2.2 GENERAL EQUIPMENT AND MATERIAL REQUIREMENTS

- A. All components and systems shall be designed for uninterrupted duty. All equipment, materials, accessories, devices, and other facilities covered by this specification or noted on contract drawings shall be the best suited for the intended use and shall be provided by a single manufacturer or, if provided by different manufacturers, recognized as compatible by both manufacturers.
- B. The batteries shall provide 24 hours of standby operation and 5 minutes of alarm operation at the end of the 24 hour standby period, unless a longer alarm duration is required by the authority having jurisdiction.

2.3 CONTROL PANEL

- A. The control panel shall be Mircom FX-401 or approved equal, configured for horn and horn/strobe notification.
- B. The controller shall be modular for ease of installation, maintenance, and configuration. The controller shall be capable of supporting the number of inputs/outputs required for this project plus 100% additional for future growth, without any change in hardware. The controller shall have an 80 character, super twist, backlit Liquid Crystal Display (LCD) that offers (2) 40 character lines.
- C. The controller shall differentiate between long term drift above the prealarm threshold (maintenance alert, indicative of the need for cleaning) and a fast rise above the prealarm threshold (indicative of a smoldering fire). The Maintenance Alert shall be annunciated as an alert on the LCD only and shall not be confused as a Trouble or an Alarm. The unit shall contain a real time clock, tactile feel keypad, front panel switches for Reset, Alarm and Trouble Silence, and Drill, and LEDs for Normal, Alarm, Supervisory, Trouble and Test/Program.
- D. Provide a remote annunciator in location shown. See paragraph 2.6.
- E. Notification shall be by horns and horn/strobes as specified in paragraphs 2.14 and 2.15.

2.4 POWER SUPPLIES (Standard and Auxiliary)

- A. The Power Supply/Charger shall provide the means of automatically supplying 24 VDC operating and emergency power to the system. The power supply shall be a minimum of 80% efficient, switch mode solid state design, with built in maximum transient protection (up to 6 kV) including UL recognized EMI filter, spark gaps, and varistors. The power supply shall provide sufficient fully regulated, power limited 24 VDC to operate listed horns, strobes, and horn/strobes. The power supply shall provide diagnostic LEDs to notify the operator upon AC power and/or the control unit CPU failure. The power supply shall contain brown out, low battery detection, and system ground fault detection and shall be capable of charging from 5 AH to 60 AH sealed lead-acid batteries. Upon AC power failure the power supply shall

automatically transfer the system to battery backup. Auxiliary NAC expander/power supplies shall be provided as required to serve horn/strobe loads with voltage drop within manufacturer and NFPA 72 limits.

2.5 INTELLIGENT ANALOG LOOP CONTROLLER

- A. The Analog Loop Card shall plug into the master controller and serve as the interface between the controller and the Addressable Intelligent Analog Sensors and I/O Modules. The analog loop shall support and provide positive point identification for the quantity of intelligent sensors and modules required plus spare capacity specified herein. Communication with devices shall be performed such that the average time to detect an alarm shall be 3 seconds or less. Wiring shall be minimum 18 AWG twisted pair as recommended by the manufacturer, up to the manufacturer's listed distance.

2.6 REMOTE ANNUNCIATOR

- A. The alphanumeric display annunciator shall be a supervised, remotely located back-lit LCD display containing a minimum of 80 characters for alarm annunciation in clear English text.
- B. The LCD annunciator shall display all alarm and trouble conditions in the system and shall include vital system wide functions such as System Acknowledge, Silence and Reset.
- C. The annunciator shall mimic the main control panel 80 character display and shall not require special programming.
- D. The remote annunciator shall be located where shown on the Drawings. If no remote annunciator is indicated, provide one at the main building entrance / reception as required by the authority having jurisdiction.

2.7 INTELLIGENT ANALOG ADDRESSABLE PHOTOELECTRONIC SMOKE/CARBON MONOXIDE SENSOR

- A. The Intelligent Analog Addressable Photoelectronic Smoke/Carbon Monoxide Sensor shall connect with (2) wires (twisted pair) to the fire alarm control panel signaling line circuit (SLC). The sensor shall be easy to install into a twist-lock base. The sensor shall incorporate a built-in type identification so the system can identify the type of sensor. The sensor shall be continually monitored to measure any change in sensitivity because of the environment (dirt, smoke, temperature, humidity, etc.). The sensor shall use the photoelectric (light scattering) principle to measure smoke density and shall on command from the control panel send data to the panel representing the analog value of the smoke density. Combination carbon monoxide / smoke detectors shall be provided where indicated on the Drawings.

2.8 DUCT MOUNTED SMOKE DETECTORS

- A. Duct-mounted smoke detectors shall be photoelectronic type as described above with proper housing and sampling tube length for the application. They shall be furnished by the fire alarm subcontractor with installation by the HVAC contractor, coordinated with the fire alarm contractor. Provide all interconnecting wiring for shutdown as required by Code.

2.9 INTELLIGENT ANALOG ADDRESSABLE THERMAL SENSOR

- A. The Intelligent Analog Thermal Sensor shall connect with (2) wires (twisted pair) to the analog loop. The analog thermal sensor shall be easy to install into a twist-lock base. The sensor shall incorporate a built-in type identification so the system can identify the type of sensor. The sensor shall use dual solid state

thermistors and shall monitor the ambient temperature and provide a fast response to rapid increases in temperature. The sensor, on command from the control panel, shall send data to the panel representing the analog value of the ambient temperature.

2.10 INTELLIGENT MONITOR MODULE

- A. The Intelligent Monitor Module shall be used to connect a supervised conventional initiating device or zone of supervised conventional initiating devices (manual pull stations, waterflow, kitchen hood, HVAC shutdown confirmation, etc.) to the intelligent analog loop. The Monitor module shall mount in a 4 inch square, 2-1/8 inch deep electrical box and shall be capable of Class B or Class A supervised wiring to the initiating device. Mini monitor modules (Class B only) may mount behind the manual station in a single gang box. The Monitor Module shall provide address setting means and an integral LED that flashes each time the module is polled.

2.11 INTELLIGENT CONTROL MODULE

- A. The Intelligent Control Module shall be used to connect and supervise conventional notification appliances that require an external power supply, such as horns, strobes, and horn/strobes, or to provide a dry-contact Form C relay to control air-handling units and similar equipment. The control module shall be capable of Class B or Class A supervised wiring. The Control Module shall contain an integral LED that shall flash each time the module is polled and shall provide address setting means. Do not use control modules to drive speaker circuits.

2.12 ISOLATION MODULE

- A. The Isolation Module shall be an automatic switch which will open when the intelligent loop voltage drops below the manufacturer's isolation threshold. Isolators shall be placed between groups of sensors/modules in order to protect the loop if a short should occur. The remaining devices on the intelligent loop shall continue to operate. Provide isolation such that not more than 25 devices are installed between isolators, or as otherwise required by NFPA 72 and the listing. The Isolation Module shall mount in a 4 inch square, 2-1/8 inch electrical box.

2.13 MANUAL PULL STATION

- A. Provide manual stations as shown. The double action manual station shall be of the non-coded type. The red manual station shall be constructed of lexan or cast aluminum and shall be available with an optional break glass rod. The manual station shall be used with the addressable monitor module where point addressability is required, or shall be an addressable station listed for the system.
- B. Additional distinctive (color) manual stations shall be provided for initiating notifications of other emergencies (weather, lockdown, etc.). Coordinate color and location with Owner. Provide two for the project.
- C. All manual stations shall be mounted at 48 inches A.F.F. to the actuating handle, or as required by ADA and the authority having jurisdiction.

2.14 HORNS AND HORN/STROBES

- A. Provide audible and audible/visual alarm devices (horns and horn/strobes) in locations shown on the Drawings. Devices shall be listed to UL 464 and UL 1971 as applicable.

- B. Horns shall produce the standard 3-pulse temporal pattern (Temporal-3) in accordance with NFPA 72. Sound output shall be field selectable and shall be set to provide not less than 15 dBA above average ambient sound level or 5 dBA above maximum sound level, whichever is greater, but not less than 75 dBA at 10 feet in occupiable areas, and not less than required by NFPA 72 for the occupancy.
- C. Horn/strobe appliances shall consist of an electronic horn and a xenon (or equivalent listed) flashing strobe with white lens marked FIRE in red lettering. Strobes shall be field-selectable candela and shall be set to the candela indicated on the Drawings, or higher if required to meet NFPA 72 / ADA coverage. Minimum candela shall be as noted on the Drawings.
- D. Wall-mounted devices shall be mounted with the bottom of the lens not less than 80 inches A.F.F. and not greater than 96 inches A.F.F., preferably 80 inches, or as shown. Ceiling-mounted devices shall be installed where indicated. Mounting shall be uniform throughout each area.
- E. Provide weatherproof / outdoor-rated horns or horn/strobes with listed backboxes where devices are exposed to weather or installed at exterior locations.
- F. All horns and strobes on a common NAC shall be synchronized. Use listed synchronization modules or NAC power supplies with built-in sync as required.

2.15 STROBE UNITS

- A. Visual-only strobe appliances, where shown, shall produce a minimum flash rate of 1 flash per second over the regulated voltage range of 16 to 33 VDC and shall incorporate a listed flashtube enclosed in a rugged lens. Strobes shall be available with field selectable candela settings in one unit and shall be rated, per UL 1971, for the candela required by the layout.
- B. Strobes shall operate over an extended temperature range of 32°F to 120°F (0°C to 49°C) and be listed for maximum humidity of 95% RH. Strobe inputs shall be polarized for compatibility with standard reverse-polarity supervision of circuit wiring by the FACP.

2.16 DIGITAL COMMUNICATOR

- A. A digital communicator shall be provided for transmission of alarm, supervisory, and trouble signals to a remote monitoring agency where used as a secondary path. Communicator shall support Contact ID and SIA-DCS protocols and shall report point-specific information.

2.17 CELLULAR COMMUNICATOR

- A. Provide a cellular communicator listed for fire-alarm use (UL 864 / UL 2610 as applicable) and acceptable to NFPA 72 as a sole, primary, or backup communications path as required by the authority having jurisdiction.
- B. The communicator shall be capable of signaling communications failure to the central station within the time required by NFPA 72 for the installed path class.
- C. Automatic self-tests with central-station notification shall ensure the cellular system is operating.
- D. Provide a relay output for tripping a trouble input at the FACP when a communicator trouble condition occurs.
- E. Provide an external antenna mounted on the exterior of the building. **CONTRACTOR SHALL PROVIDE THE FIRST YEAR'S MONITORING AS PART OF THIS CONTRACT.**

2.18 VOICE EVACUATION SYSTEM

- A. Not used.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. As soon as possible after awarding of the Contract, the Fire Alarm subcontractor shall prepare and submit for review shop drawings as required by these Specifications and as required by the State Fire Marshal's office. Because rough-ins may be affected by changes ordered by the Fire Marshal, it is imperative that these submittals be prepared in a timely manner.
- B. Verify that conduit size and wire quantity, size, and type is suitable for the equipment supplied. Review the proper installation of each type of device with the equipment supplier. All wiring, connections, testing, adjusting, and calibrating shall be done by a factory trained and certified technician. The entire system shall be installed in a workmanlike manner in accordance with approved manufacturers manuals and wiring diagrams. The contractor shall furnish all conduit, wiring, outlet boxes, junction boxes, cabinets and similar devices necessary for the complete installation. All wiring shall be of the type recommended by the System Manufacturer and NEC, approved by local authorities having jurisdiction for the purpose.
- C. All fire alarm wiring shall be installed in conduit where concealed in walls or other inaccessible spaces or where exposed in mechanical rooms or similar spaces. Above accessible suspended ceilings, conduit is not required. Fire alarm cable shall be neatly run, secured to structure (not laid on ceilings nor strapped to conduit or other piping or systems). All penetrations of fire rated ceilings and walls shall be fire stopped in accordance with all applicable codes.
- D. End of Line Resistors or other listed supervision methods shall be furnished as required for mounting as directed by the manufacturer.
- E. All wiring shall be color coded throughout, to NEC standards and a minimum of No. 16 AWG unless otherwise noted or required by the manufacturer. Fire alarm cable shall be red.
- F. Horn and horn/strobe circuits shall be sized for the connected load plus 25 percent spare capacity. Voltage drop at the last device shall not exceed the listing of the appliance. Provide additional NAC expanders as required.
- G. Field Quality Control: The system shall be installed and fully tested under the supervision of a trained manufacturer's representative. The system shall be demonstrated to perform all the functions as specified.

3.2 TRAINING

- A. In addition to the requirements of 1.5 (Closeout Submittals), and a manufacturer's recommended spare parts list, the Contractor shall provide the services of the manufacturer's trained representative for a period of four hours, during normal business hours, to instruct the Owner's designated personnel on the operation and routine maintenance of the system.

3.3 INSTALLER QUALIFICATIONS

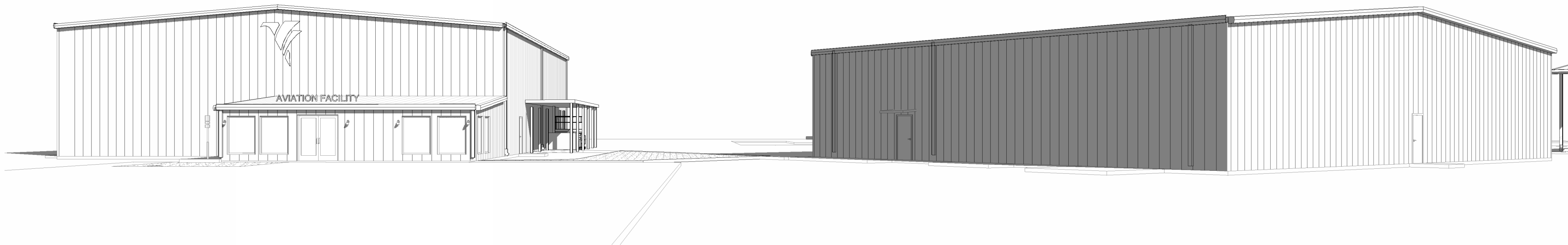
- A. Installer shall be regularly engaged in the business of installing and servicing fire detection and alarm systems and shall be registered by the State Fire Marshal in accordance with LA R.S. 40:1664.1 et seq. (formerly R.S. 40:1651 through 1661) as currently adopted.

END OF SECTION 28 46 00

AVIATION MAINTENANCE HANGAR A & B IMPROVEMENTS

200 AVIATION RD
HOUMA, LA 70363

FUNDING BY CDBG-DR (SAM.gov ASSISTANCE LISTING 14.228)
RESILIENT COMMUNITIES INFRASTRUCTURE PROGRAM (RCIP)
RCIP PROJECT NO. 55LDRC7801



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AVIATION MAINTENANCE

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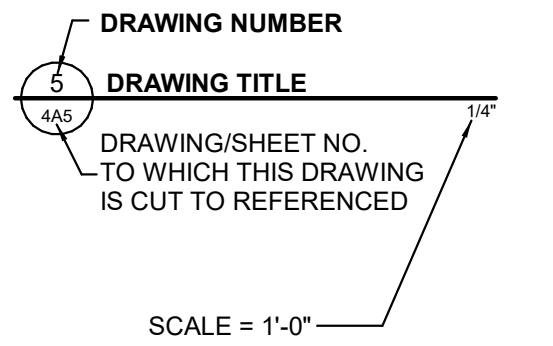
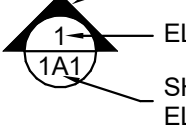
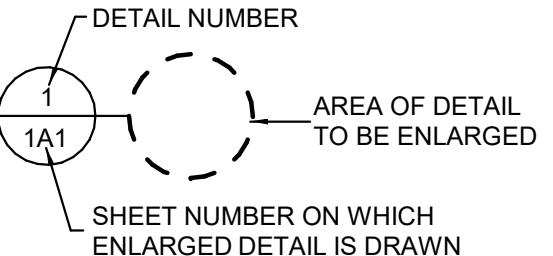
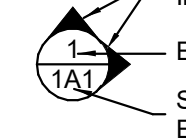
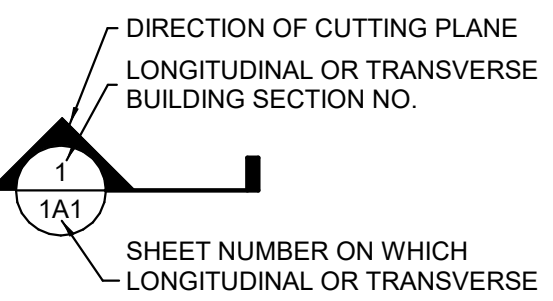
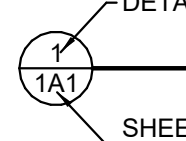
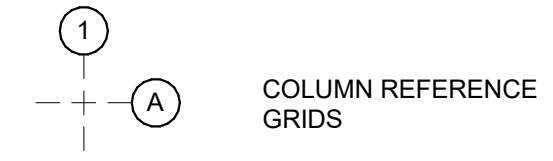
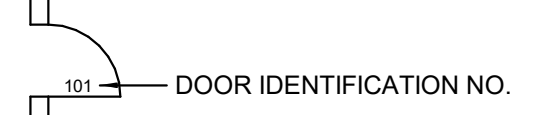
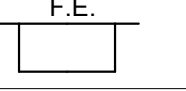
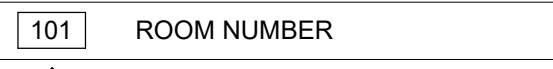
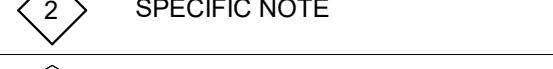
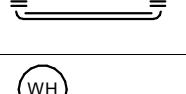
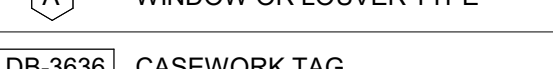
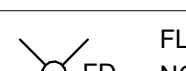
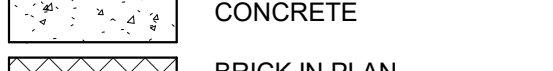
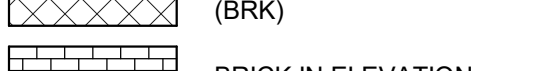
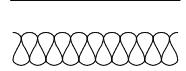
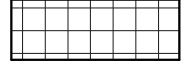
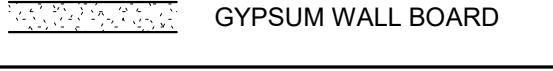
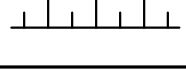


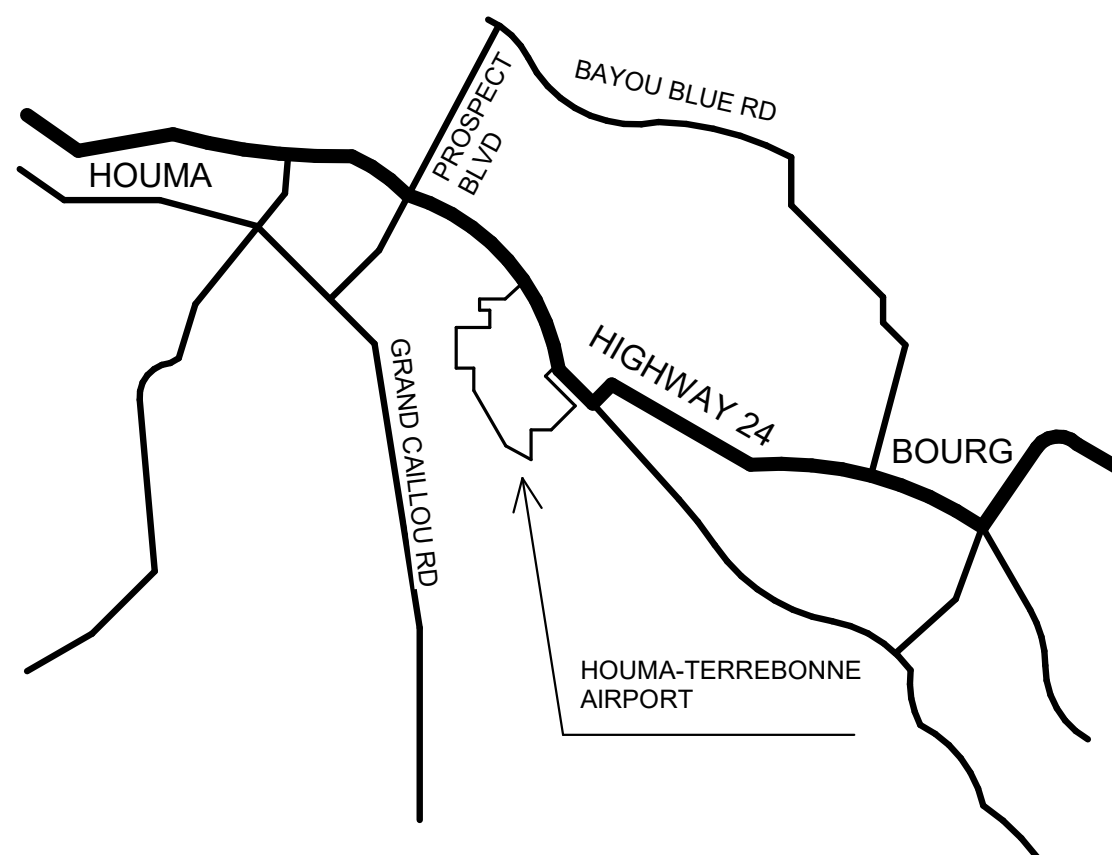
PROJECT NO. 25-2378
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INDEX OF ABBREVIATIONS		
ABV ABOVE AFF ABOVE FINISHED FLOOR ACC ACCESS ACT ACTUATOR ADD ADDENDUM ADJ ADJACENT A/C AIR CONDITIONING ALT ALTERNATE AL ALUMINUM AB ANCHOR BOLT APPROX APPROXIMATE ARCH ARCHITECT -URAL AUTO AUTOMATIC BM BENCHMARK BEL BELOW BET BETWEEN BVL BEVELED BLK BLOCK BLKG BLOCKING BD BOARD BS BOTH SIDES BW BOTH WAYS BOT BOTTOM BLDG BUILDING BUR BURST CAB CABINET CPT CARPET -ED CI CAST IRON CB CATCH BASIN CLG CEILING CFB CEMENT FIBER BOARD CER CERAMIC CLR CLEAR -ANCE COL COLUMN CONC CONCRETE CMU CONCRETE MASONRY UNIT CONST CONSTRUCTION CONT CONTINUOUS OR CONTINUE C.J. CONTROL JOINT CORR CORRUGATED CTR COUNTER CRS COURSE -S DEM DEMOLISH, DEMOLITION DTL DETAIL DIAG DIAGONAL DIAM DIAMETER DIM DIMENSION DIV DIVISION DS DOWNSPOUT D DRAIN DWR DRAWER DWG DRAWING EF EACH FACE ELEC ELECTRICAL EWC ELECTRIC WATER COOLER ELEV ELEVATION EMER EMERGENCY EQ EQUAL EQUIP EQUIPMENT EST ESTIMATE EXH EXHAUST EXIST EXISTING EXP EXPANDED EXT EXPOSED FOM FACE OF MASONRY FOS FACE OF STUDIOS FAS FASTEN, FASTENER FIN FINISH -ED FEE FINISHED FLOOR ELEVATION FA FIRE ALARM FTR FIRE EXTINGUISHER CABINET FLR FLOOR -ING FD FLOOR DRAIN FLUR FLUORESCENT FTG FOOTING FND FOUNDATION	FR FRAME -ING FIXT FIXTURE FUR FURRED -ING GA GAUGE GALV GALVANIZED GI GALVANIZED IRON GP GALVANIZED PIPE GC GENERAL CONTRACT -OR GL GLASS, GLAZE INCH GB GRAB BAR GYP GYPSUM HOW HARDWARE HWD HARDWOOD HDR HEADER HTG HEATING HVAC HEAVENTAIR COND'G HD HEAVY DUTY HGT HEIGHT HC HOLLOW CORE HM HOLLOW METAL HORIZ HORIZONTAL HB HOSE BIB HWH HOT WATER HEATER JAN JANITOR INCL INCLUDE -ING D INSIDE DIAMETER INSUL INSULATE -D -ION INT INTERIOR INV INVERT JAN JANITOR JT JOINT KIT KITCHEN KO KNOCKOUT LBL LABEL LAB LABORATORY LAM LAMINATE -D LAV LAVATORY LH LEFT HAND LT LIGHT LW LIGHTWEIGHT LTL LINTEL LVR LOUVER MH MANHOLE MFR MANUFACTURE -ER MAS MASONRY MO MASONRY OPENING MTL MATERIAL -S MAX MAXIMUM MECH MECHANICAL MED MEDIUM MTL METAL MWK MILLWORK MN MINIMUM MIR MIRROR MOD MODULAR MISC MISCELLANEOUS MOD MODULAR MULL MULLION NAT NATURAL NRC NOISE REDUCTION COEFFICIENT N NOMINAL N NORTH NIC NOT IN CONTRACT NTS NOT TO SCALE OC ON CENTER -S OPR OPENING OPP OPPOSITE OS OUTSIDE DIAMETER OA OVERALL OH OVERHEAD PNT PAINT -ED PNL PANEL PTR PAPER TOWEL DISPENSER PKG PARKING PBD PARTICLE BOARD PTN PARTITION PERF PERFORATE -D	PERM PERIMETER PLAS PLASTER PLAM PLASTIC LAMINATE PL PLATE PLYWD PLYWOOD PT POINT PVC POLYVINYL CHLORIDE PSF POUNDS PER SQUARE FOOT GLASS GLAZE INCH PREFAB PREFABRICATE -D PREFIN PREFINISHED PL PROPERTY LINE QT QUARRY TILE RADIUS REF REFERENCE RFL REFLECT -ED -IVE -OR REFR REFRIGERATOR REG REGISTER HC REINFORCE -D -ING RES RESILIENT RET RETURN RA RETURN AIR REV REVISION -S, REVISED RH RIGHT HAND ROW RIGHT OF WAY R RISER RD ROOF DRAIN RFG ROOFING RM ROOM RO ROUGH OPENING RB RUBBER BASE SCH SCHEDULE SECT SECTION SHTH SHEATHING SHT SHEET SIM SIMILAR SC SOLID CORE SPK SPEAKER SPEC SPECIFICATION -S SQ SQUARE S.S. STAINLESS STEEL STD STANDARD STA STATION STL STEEL STOR STORAGE STR STRUCTURAL SUS SUSPENDED SYM SYMMETRY -ICAL TKBD TACKBOARD TP TREAD TEL TELEPHONE TV TELEVISION THK THICK -NESS THR THRESHOLD TPD TOILET PAPER DISPENSER T&G TONGUE AND GROOVE TS TOWEL BAR TRAN TRANSOM TREAD TYP TYPICAL UC UNDERCUT VB VAPOR BARRIER VERT VERTICAL VINYL VCT VINYL COMPOSITION TILE VWC VINYL WALL COVERING VOJ VERIFY ON JOB WSC WAINSCOT WH WALL HUNG WIN WINDOW WG WIRE GLASS WD WOOD
GRAPHIC INDEX		
GENERAL INDEX		
 DRAWING NUMBER DRAWING TITLE DRAWING/SHEET NO. - TO WHICH THIS DRAWING IS CUT TO REFERENCED SCALE = 1'-0"		 SURFACES SHOWN IN ELEVATION ELEVATION NUMBER SHEET NUMBER ON WHICH ELEVATION IS DRAWN
 DETAIL NUMBER AREA OF DETAIL TO BE ENLARGED SHEET NUMBER ON WHICH ENLARGED DETAIL IS DRAWN		 SURFACE(S) SHOWN IN INTERIOR ELEVATION(S) ELEVATION NUMBER SHEET NUMBER ON WHICH ELEVATION IS DRAWN
 DIRECTION OF CUTTING PLANE LONGITUDINAL OR TRANSVERSE BUILDING SECTION NO. SHEET NUMBER ON WHICH LONGITUDINAL OR TRANSVERSE BUILDING SECTION IS DRAWN		 DETAIL NUMBER DIRECTION OF CUTTING PLANE SHEET NUMBER ON WHICH SECTION OR DETAIL IS DRAWN
ARCHITECTURAL PLAN INDEX		
 COLUMN REFERENCE GRIDS	 F.E. FIRE EXTINGUISHER SURFACE MOUNTED	
 DOOR IDENTIFICATION NO.	 F.E. FIRE EXTINGUISHER SEMI-RECESSED	
 ROOM NUMBER	 F.E. FIRE EXTINGUISHER FULLY RECESSED	
 SPECIFIC NOTE	 DRINKING FOUNTAIN	
 WINDOW OR LOUVER TYPE	 GRAB BARS	
 CASEWORK TAG	 WATER HEATER	
 WALL TYPE TAG	 DOWNSPOUT	
ARCHITECTURAL MATERIAL LEGEND		
 EARTH	 PLYWOOD (PLYWD)	
 CONCRETE	 WOOD FINISH (WD FIN)	
 BRICK IN PLAN (BRK)	 WOOD ROUGH	
 BRICK IN ELEVATION	 INSULATION LOOSE OR BATT (INSUL)	
 METAL (MTL)	 INSULATION RIGID (INSUL)	
 GYPSUM WALL BOARD	 ACOUSTICAL RIGID (SAT)	

PROJECT LOCATION	
	
	
SCOPE OF WORK	
SCOPE OF WORK INCLUDES, BUT NOT LIMITED TO: PAINTING, FLOORING, ELECTRICAL, PLUMBING, AND SIGNAGE IMPROVEMENTS TO EXISTING HANGAR A AND HANGAR B FOR FLETCHER TECHNICAL COMMUNITY COLLEGE.	
ALTERNATE SCOPE OF WORK	
ALTERNATE NO. 1 INCLUDES WORK RELATED TO THE NEW OVERHEAD CRANE IN HANGAR B INCLUDING RELATED ELECTRICAL WORK.	
ALTERNATE NO. 2 INCLUDES WORK RELATED TO THE NEW ALUMINUM WALKWAY COVER FOR WASTE DISPOSAL AND GROUND SUPPORT EQUIPMENT. SEE SHEETS A100 & A500.	
GENERAL PROJECT NOTES	
1. ALL MATERIAL AND WORK SHALL CONFORM TO ALL APPLICABLE GOVERNING CODES, REGULATIONS, AND AGENCIES REQUIREMENTS. 2. THE CONTRACTOR SHALL PROVIDE PERSON AND PROPERTY PROTECTION NECESSARY AS PER CITY AND LOCAL REGULATIONS AND AGENCIES REQUIREMENTS, IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT. 3. TRASH SHALL BE REMOVED FROM THE AREA NO LESS THAN WEEKLY. TRASH SHALL BE REMOVED FROM ALL OCCUPIED AREAS AS WORK PROGRESSES. NO TRASH SHALL BE ALLOWED TO ACCUMULATE. 4. THE CONTRACTOR IS PROHIBITED FROM ACCESS TO OTHER BUILDINGS AROUND THE SITE UNLESS PERMISSION IS GRANTED BY THE OWNER. 5. ALL PERMITS AS REQUIRED FOR CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE OWNER/CONTRACTOR. THE ARCHITECT WILL SUBMIT PLANS TO THE LOUISIANA STATE FIRE MARSHAL.	

AVIATION MAINTENANCE

200 AVIATION RD
HOUMA, LA 70363
FLETCHER TECHNICAL COMMUNITY COLLEGE



314 E. BAYOU RD | THIBODAUX, LA
985.447.0090



PROJECT NO. 25-2378

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FLETCHER TECHNICAL COMMUNITY COLLEGE



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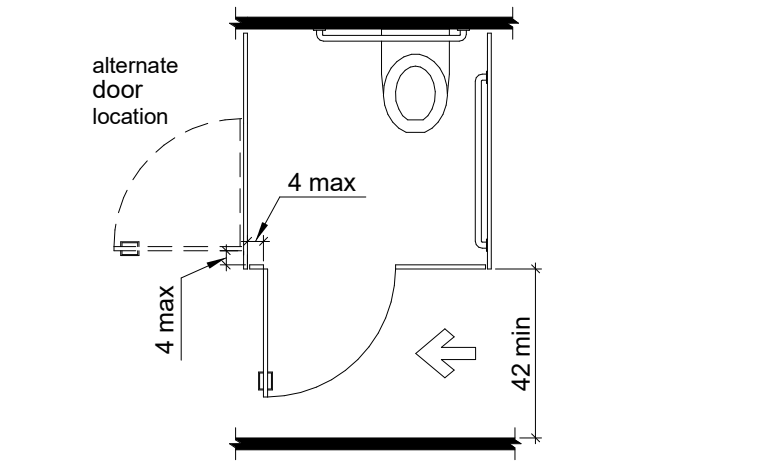


Figure 604.8.1.2 Wheelchair Accessible Toilet Compartment Doors

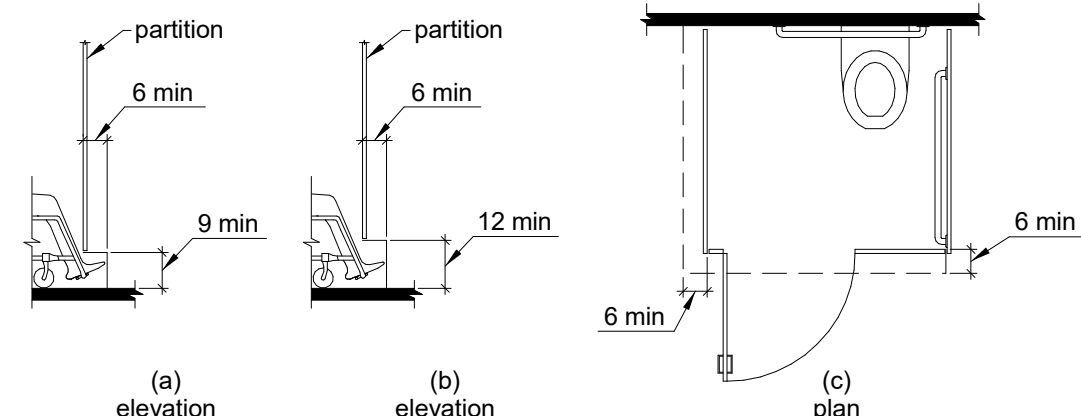


Figure 604.8.1.4 Wheelchair Accessible Toilet Compartment Toe Clearance

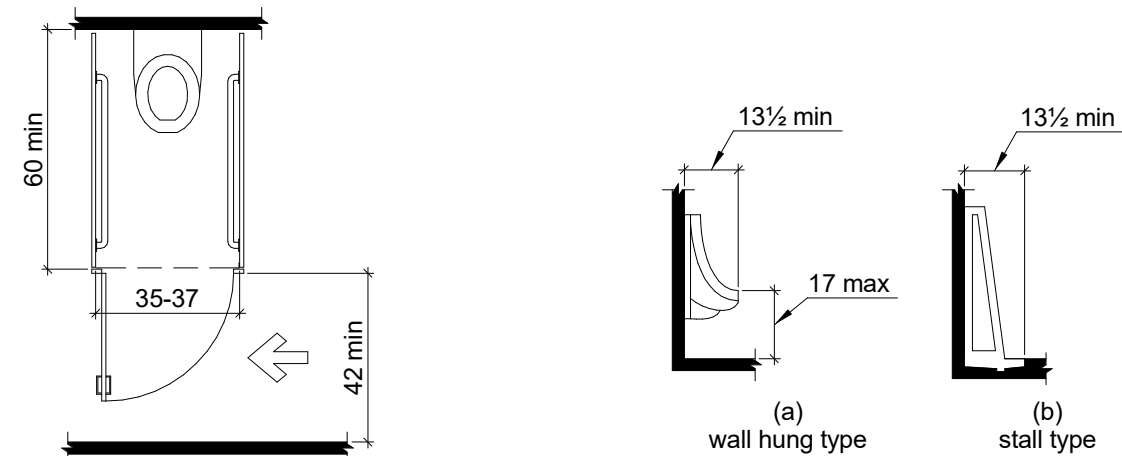
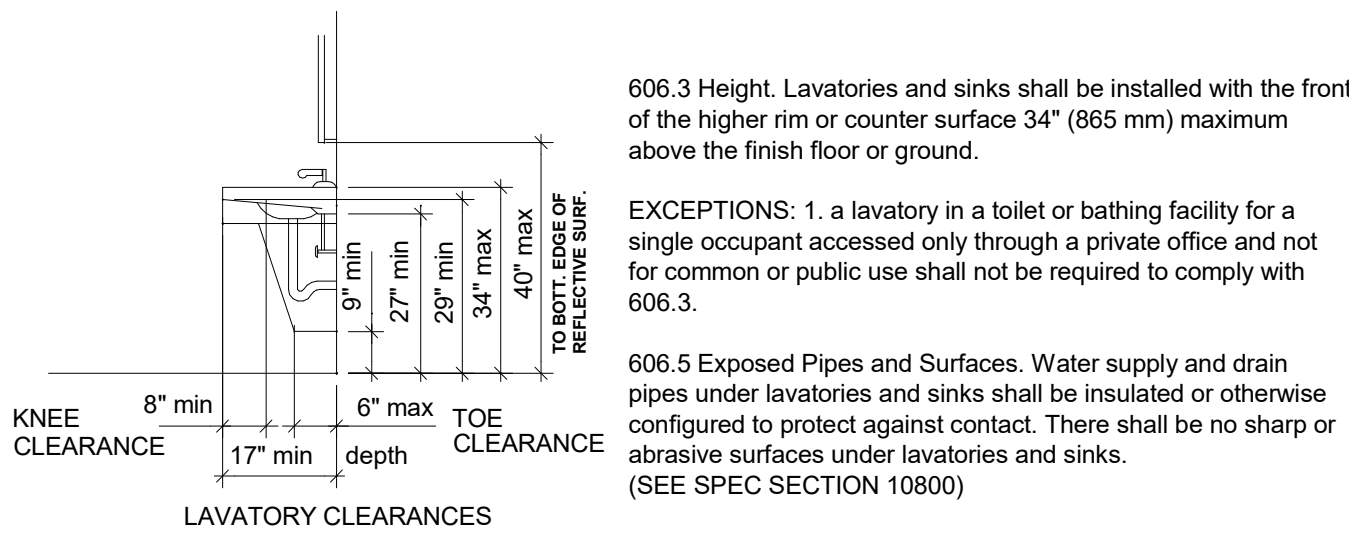


Figure 604.8.2 Ambulatory Accessible Toilet Compartment

Figure 605.2 Height and Depth of Urinals



EXCEPTIONS: 1. a lavatory in a toilet or bathing facility for a single occupant accessed only through a private office and not for common or public use shall not be required to comply with 606.3.

606.5 Exposed Pipes and Surfaces. Water supply and drain pipes under lavatories and sinks shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories and sinks. (SEE SPEC SECTION 10800)

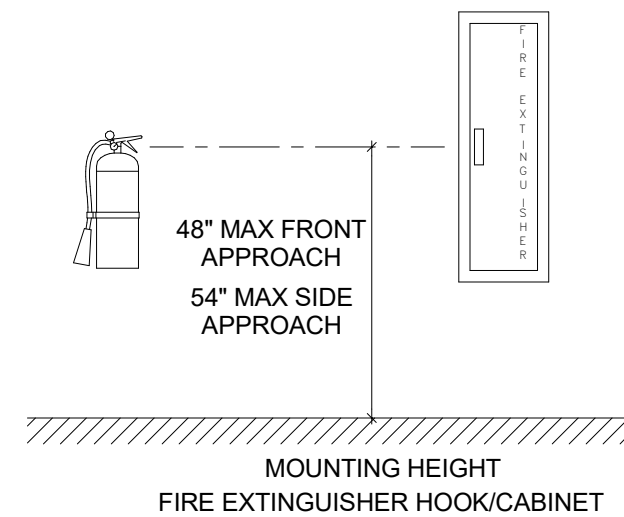


Figure 604.7 Dispenser Outlet Location

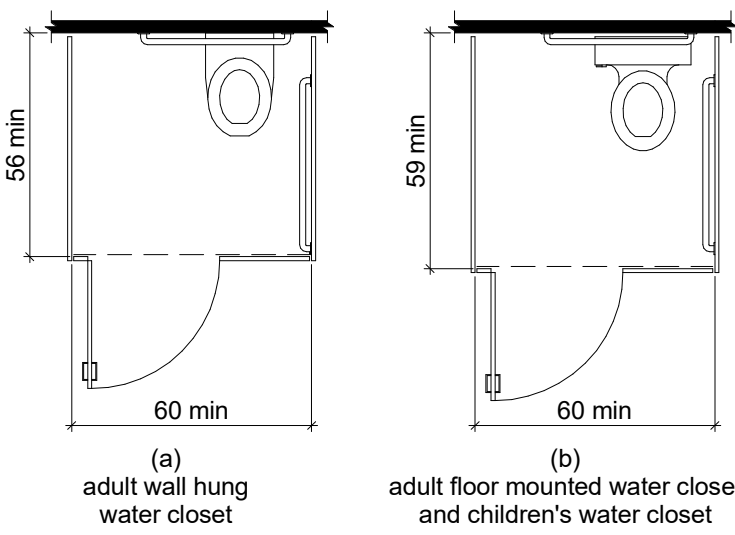


Figure 604.8.1.1 Size of Wheelchair Accessible Toilet Compartment

ADA ACCESSIBILITY STANDARDS

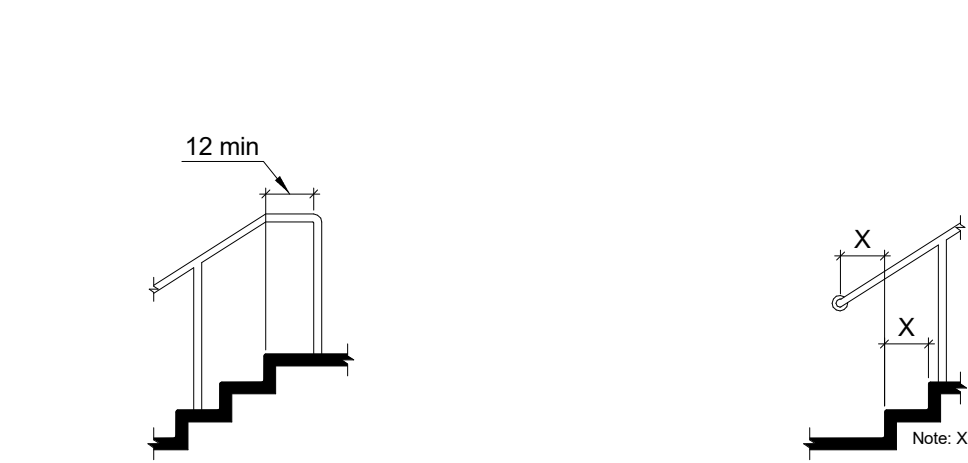


Figure 505.10.2 Top Handrail Extension at Stairs

Figure 505.10.3 Bottom Handrail Extension at Stairs

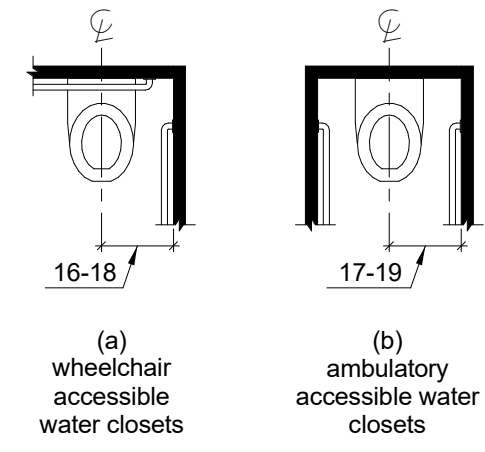


Figure 604.2 Water Closet Location

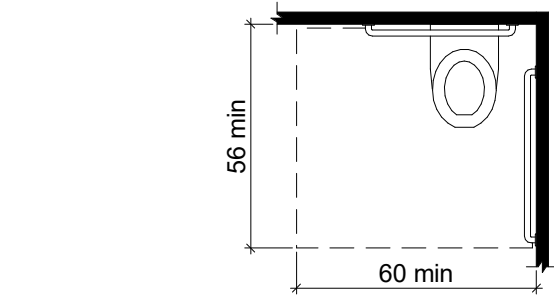


Figure 604.3.1 Size of Clearance at Water Closets

604.3.2 Overlap. The required clearance around the water closet shall be permitted to overlap the water closet, associated grab bars, dispensers, sanitary napkin disposal units, coat hooks, shelves, accessible routes, clear floor space and clearances required at other fixtures, and the turning space. No other fixtures or obstructions shall be located within the required water closet clearance.

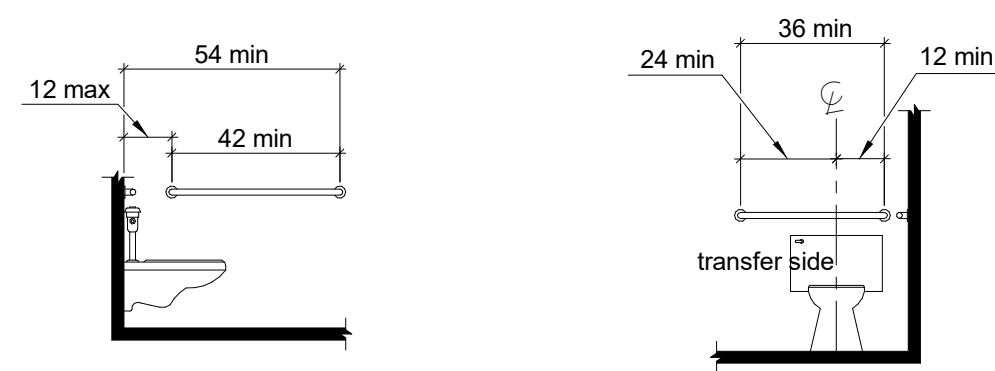


Figure 604.5.1 Side Wall Grab Bar at Water Closets

Figure 604.5.2 Rear Wall Grab Bar at Water Closets

609.4 Position of Grab Bars: Grab bars shall be installed in a horizontal position, 33 inches (840mm) minimum and 36 inches (915mm) maximum above the finish floor measured to the top of the gripping surface.

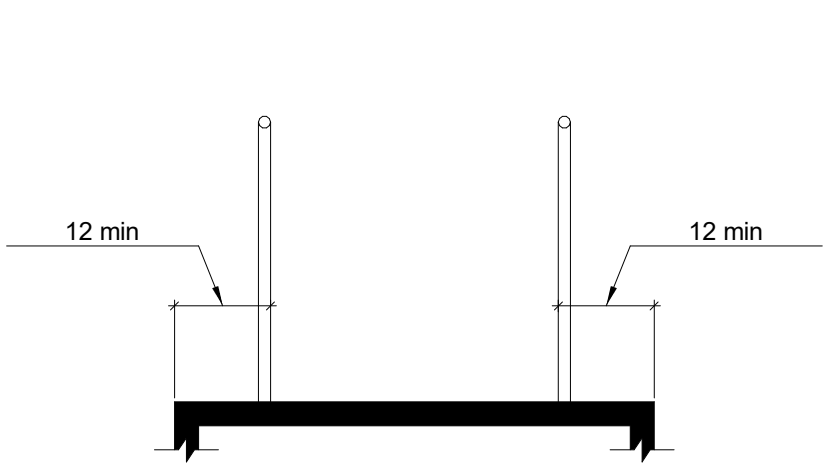


Figure 405.9.1 Extended Floor or Ground Surface Edge Protection

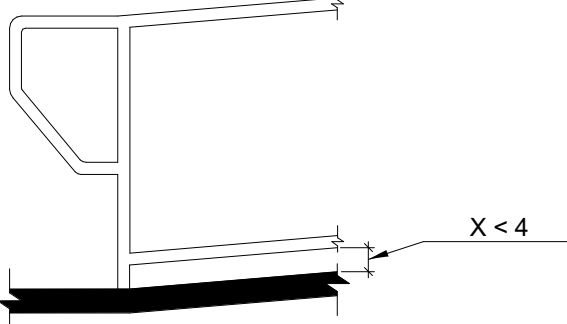


Figure 405.9.2 Curb or Barrier Edge Protection

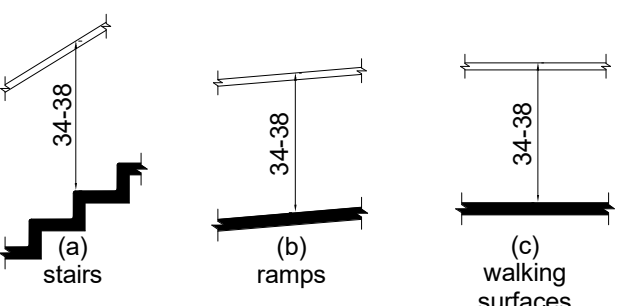
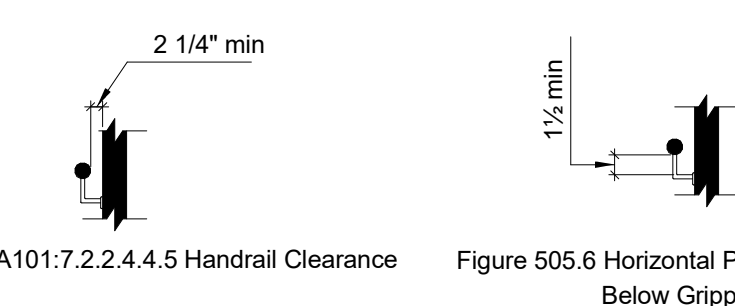


Figure 505.4 Handrail Height



NFPA101:7.2.2.4.4.5 Handrail Clearance

Figure 505.6 Horizontal Projections Below Gripping Surface

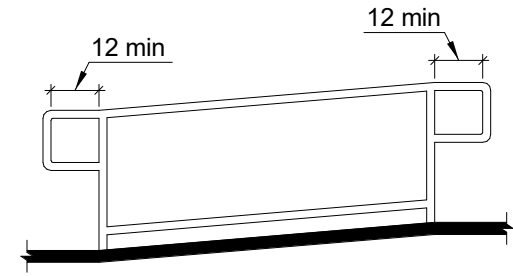


Figure 505.10.1 Top and Bottom Handrail Extension at Ramps

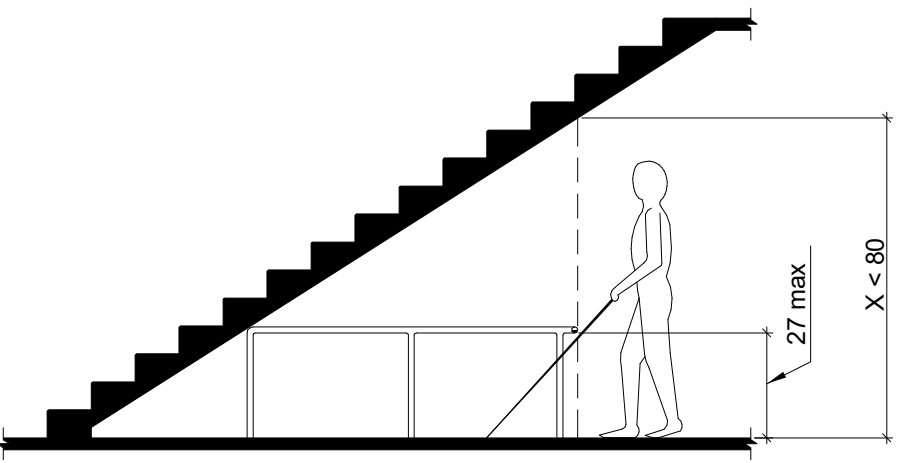


Figure 307.4 Vertical Clearance

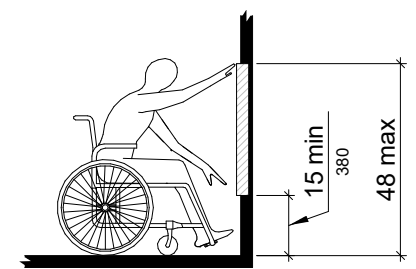


Figure 308.3.1 Unobstructed Side Reach

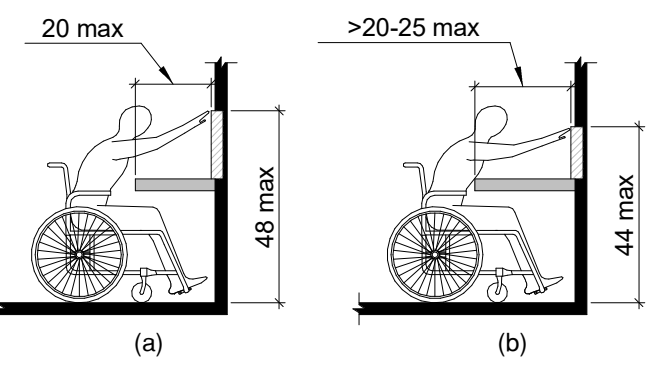


Figure 308.2.2 Obstructed High Forward Reach

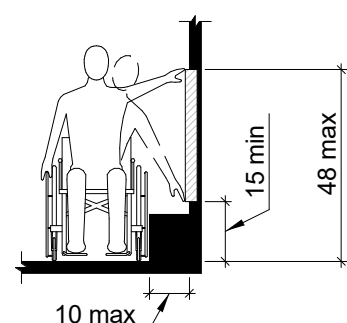


Figure 308.3.1 Unobstructed High Side Reach

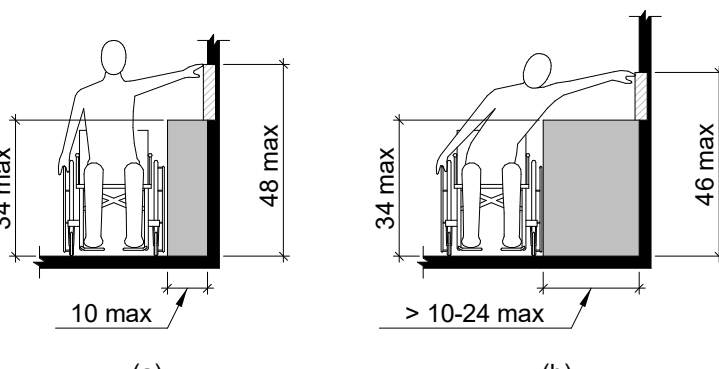


Figure 308.3.2 Obstructed High Side Reach

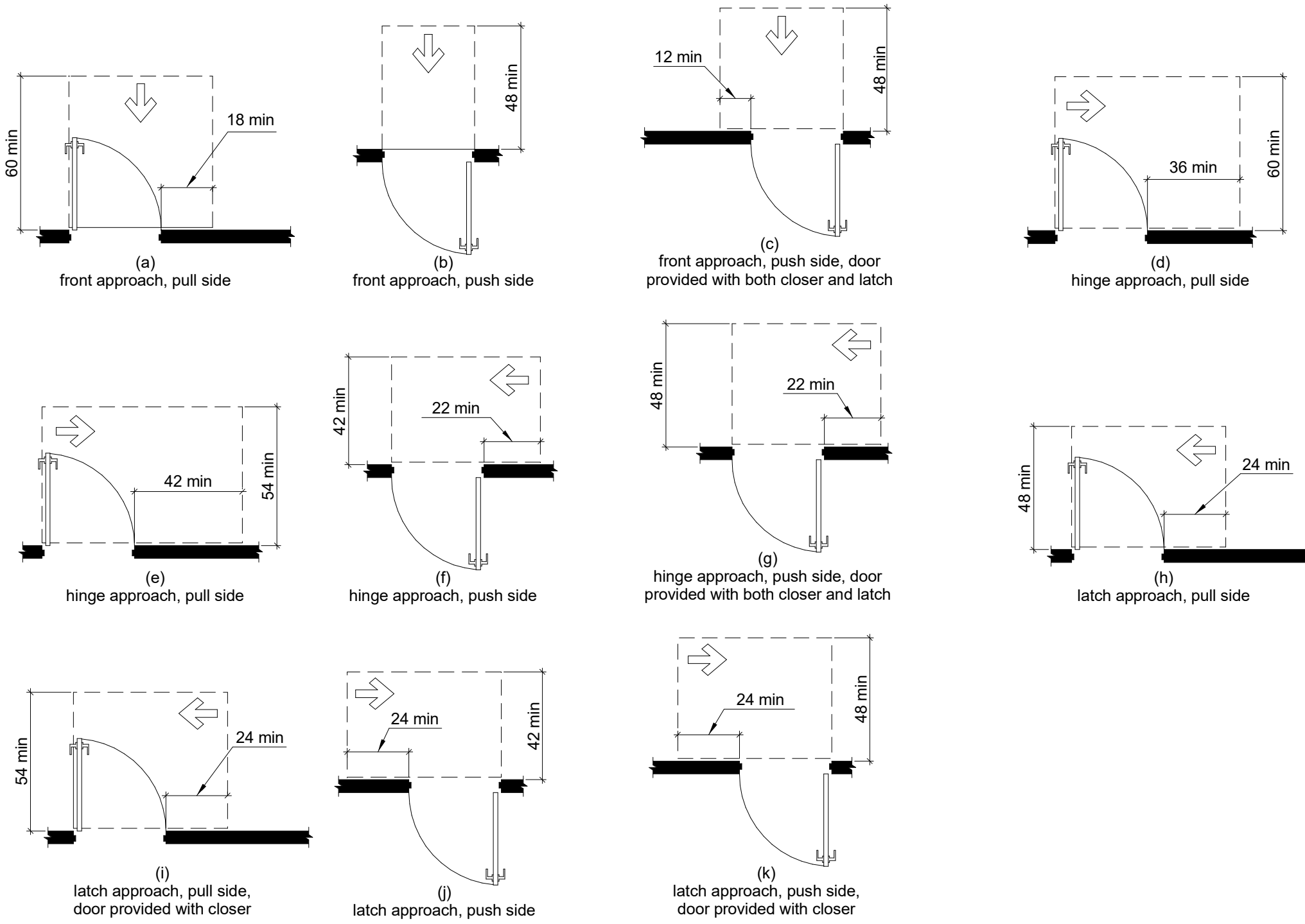


Figure 404.2.4.1 Maneuvering Clearances at Manual Swinging Doors and Gates.

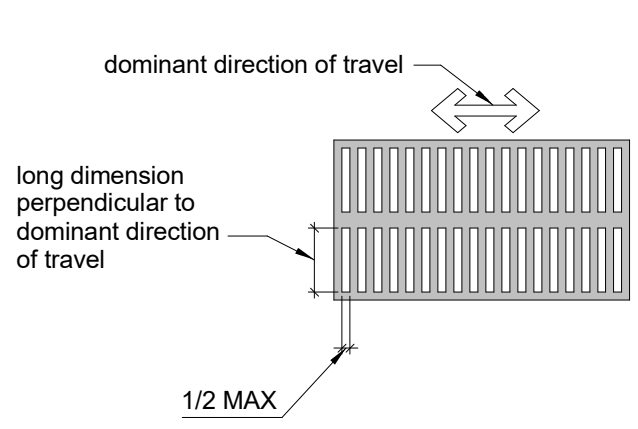


Figure 302.3 Elongated Openings in Floor or Ground Surfaces

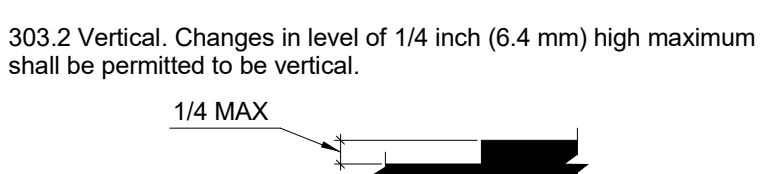


Figure 303.2 Vertical Change in Level

303.2 Vertical. Changes in level of 1/4 inch (6.4 mm) high maximum shall be permitted to be vertical.

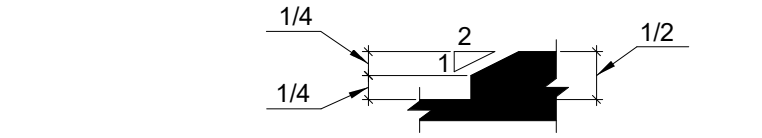


Figure 303.3 Beveled Change in Level

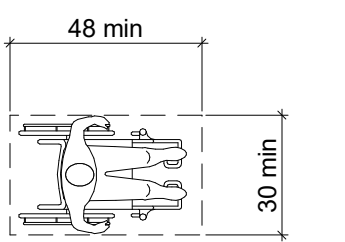


Figure 305.3 Clear Floor or Ground Space

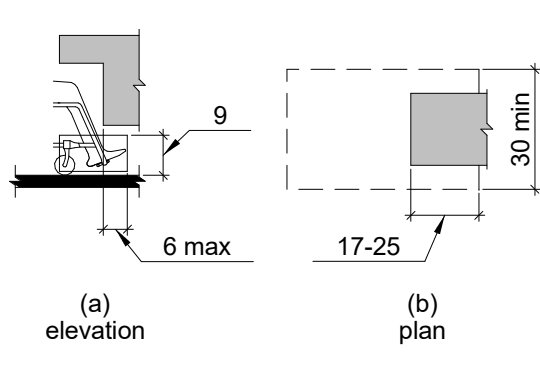


Figure 306.2 Toe Clearance

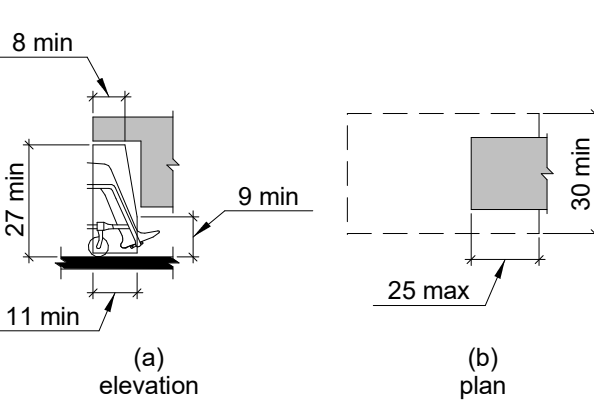


Figure 306.3 Knee Clearance

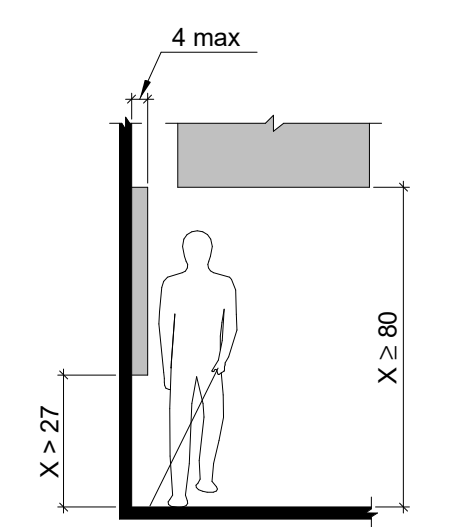


Figure 307.2 Limits of Protruding Objects

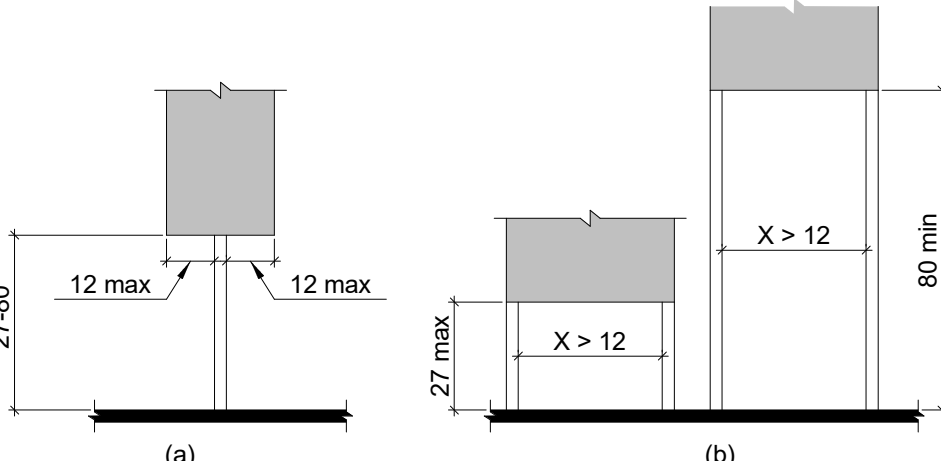
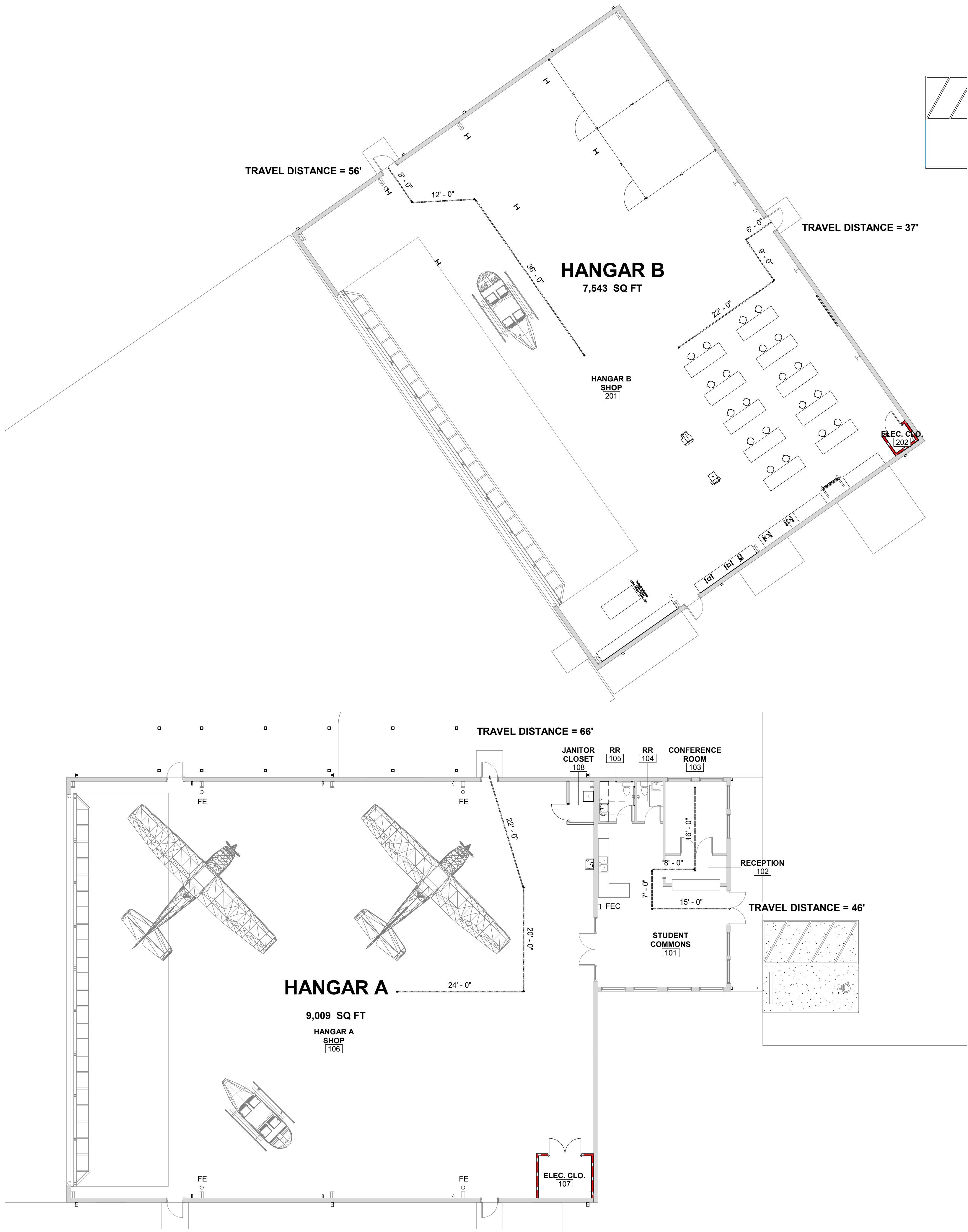
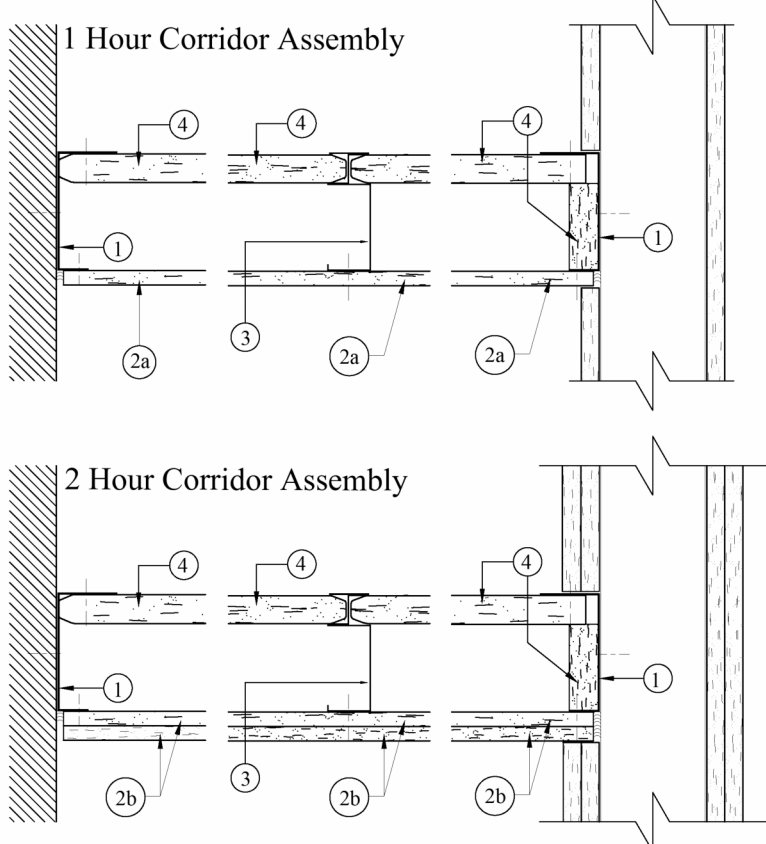


Figure 307.3 Post-Mounted Protruding Objects



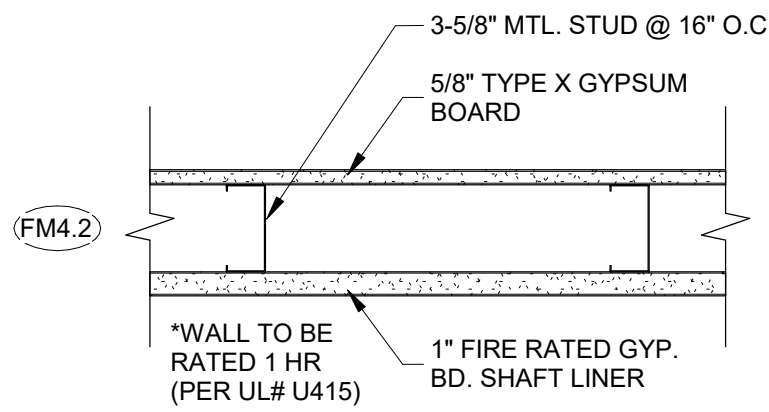
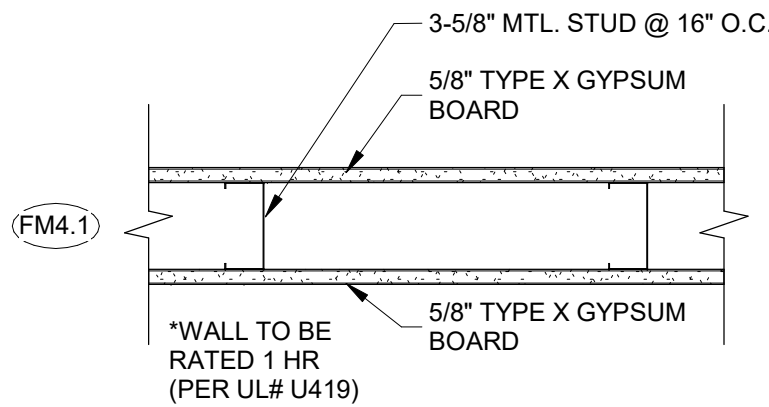
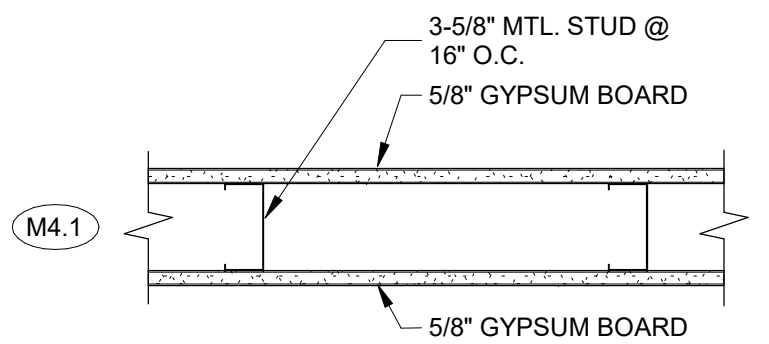
1 LIFE SAFETY PLAN - HANGAR A & B
3/32" = 1'-0"

UL WALL LISTINGS



Shaft Wall - AER-09038

PARTITION TYPES



RATED WALL LEGEND

1-HR FIRE PARTITION (REF WALL TYPES FOR DETAILS)	
2-HR FIRE PARTITION (REF WALL TYPES FOR DETAILS)	
SMOKE PARTITION	

CODE ANALYSIS

APPLICABLE CODES

2021	INTERNATIONAL BUILDING CODE
2021	INTERNATIONAL ENERGY CONSERVATION CODE
2021	UNIFORM MECHANICAL CODE
2021	UNIFORM PLUMBING CODE
2021	NATIONAL ELECTRICAL CODE

OCCUPANCY TYPE

2021 IBC	MODERATE-HAZARD STORAGE, GROUP S-1
----------	------------------------------------

CONSTRUCTION TYPE

2021 IBC	TYPE VB
----------	---------

(ALLOWABLE) HEIGHTS AND AREAS

BUILDING HEIGHTS	TABLE 504.3	TYPE VB (NS)	60' (HANGAR A)
NUMBER OF STORIES	TABLE 504.4	TYPE VB (NS)	1
BUILDING AREA	TABLE 506.2	TYPE VB (NS)	9,000 SF

(ACTUAL) HEIGHTS AND AREAS

BUILDING HEIGHT:	27' (HANGAR A)
NUMBER OF STORIES:	1
BUILDING AREA:	HANGAR A - 9,007 SF HANGAR B - 7,543 SFT

TABLE 412.3.6 HANGAR FIRE SUPPRESSION REQUIREMENTS (CLASSIFICATIONS IN ACCORDANCE WITH NFPA 409)

MAXIMUM SINGLE FIRE AREA = 12,000 FEET FOR TYPE IIB CONSTRUCTION

DESIGN OCCUPANT LOAD CALCULATIONS (IBC TABLE 1004.1.2)

SPACE	AREA	FACTOR	O.L.
HANGAR A			
1. BUSINESS	994 SF	150 GROSS	7
2. AIRCRAFT HANGARS	8,000 SF	500 GROSS	16
TOTAL:			23
HANGAR B			
1. AIRCRAFT HANGARS	7,543 SF	500 GROSS	16
TOTAL:			16

MEANS OF EGRESS

EXITS/EGRESS	IBC SECTION 1006		
COMMON PATH	IBC TABLE 1006.2.1	100'	
EXITS PER STORY	IBC TABLE 1006.3.3	O.L. 1-500	2 EXITS/STORY REQUIRED
TRAVEL DISTANCE	IBC TABLE 1017.2	GROUP S-1	200'
CORRIDORS	IBC TABLE 1020.2	O.L. > THAN 30	1 HOUR RATED
CORRIDOR WIDTH	IBC TABLE 1020.3	36" (MINIMUM)	
DEAD ENDS	IBC 1020.5	20'	

PLUMBING SYSTEMS

WATER CLOSETS REQUIRED	1
WATER CLOSETS PROVIDED	2
LAVATORIES REQUIRED	1
LAVATORIES PROVIDED	2
DRINKING FOUNTAINS	1 DRINKING FOUNTAINS
SERVICE SINKS	1 SERVICE SINK

LIFE SAFETY LEGEND

FEC	FIRE EXTINGUISHER CABINET
AED	AUTO EXTERNAL DEFIBRILLATOR
7' - 0"	TRAVEL DISTANCE
EXIT SIGN - DOUBLE FACED - DIRECTIONAL	
EXIT SIGN - SINGLE FACED	
1 HR RATED PARTITION	
F	WALL MOUNTED FIRE ALARM PULL

AVIATION MAINTENANCE

200 AVIATION RD
HOUMA, LA 70363
FLETCHER TECHNICAL COMMUNITY COLLEGE



314 E. BAYOU RD | THIBODAUX, LA
985.447.0090



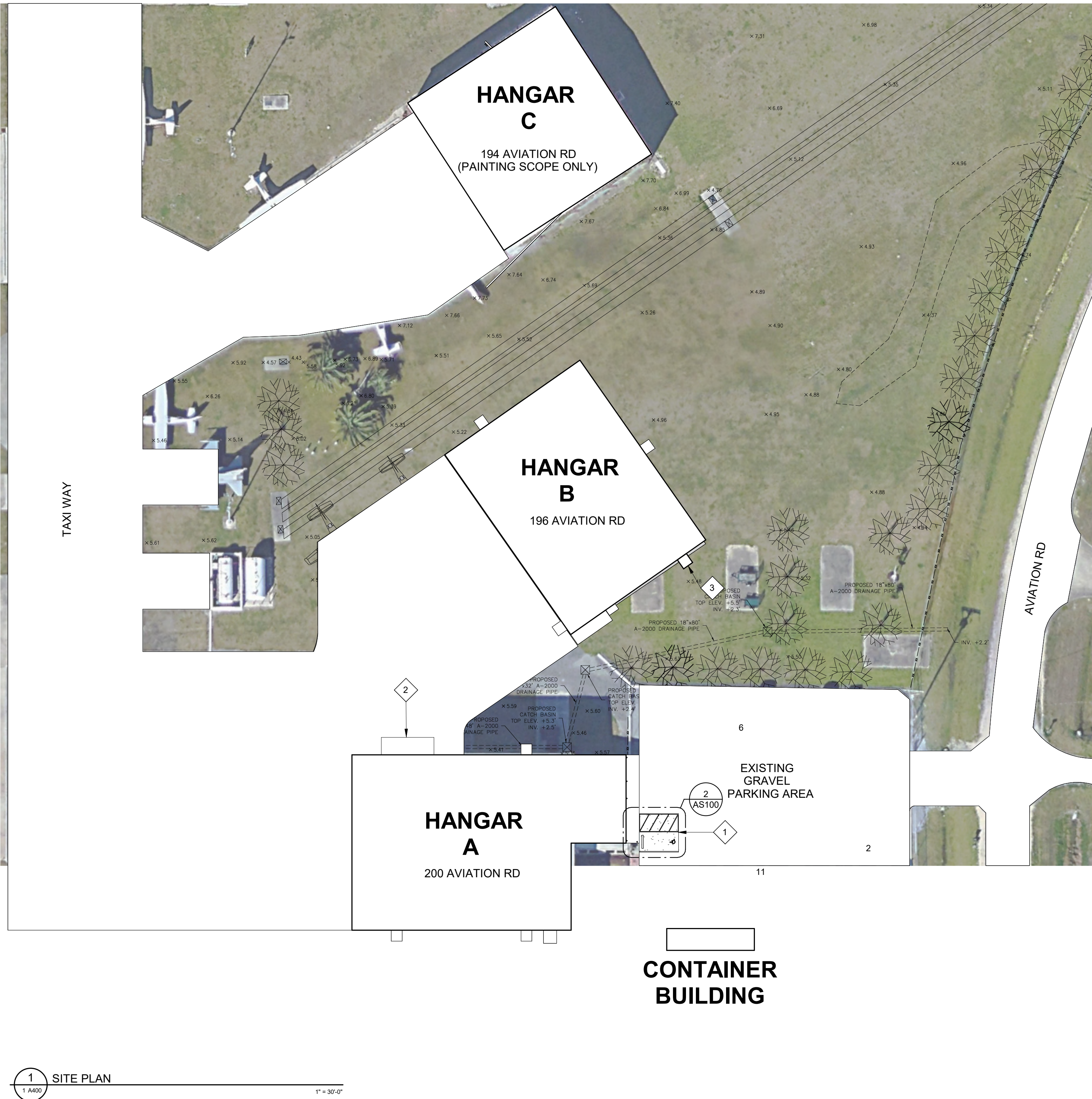
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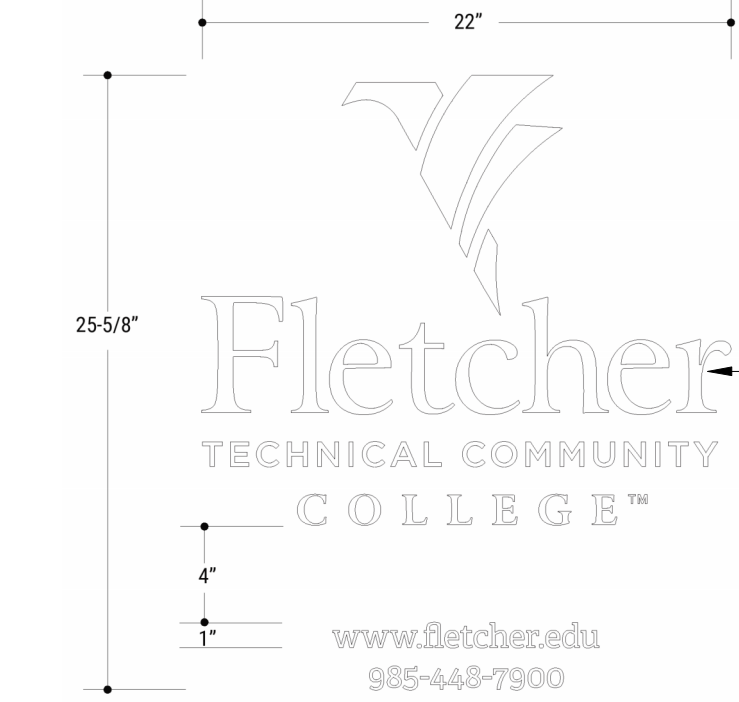
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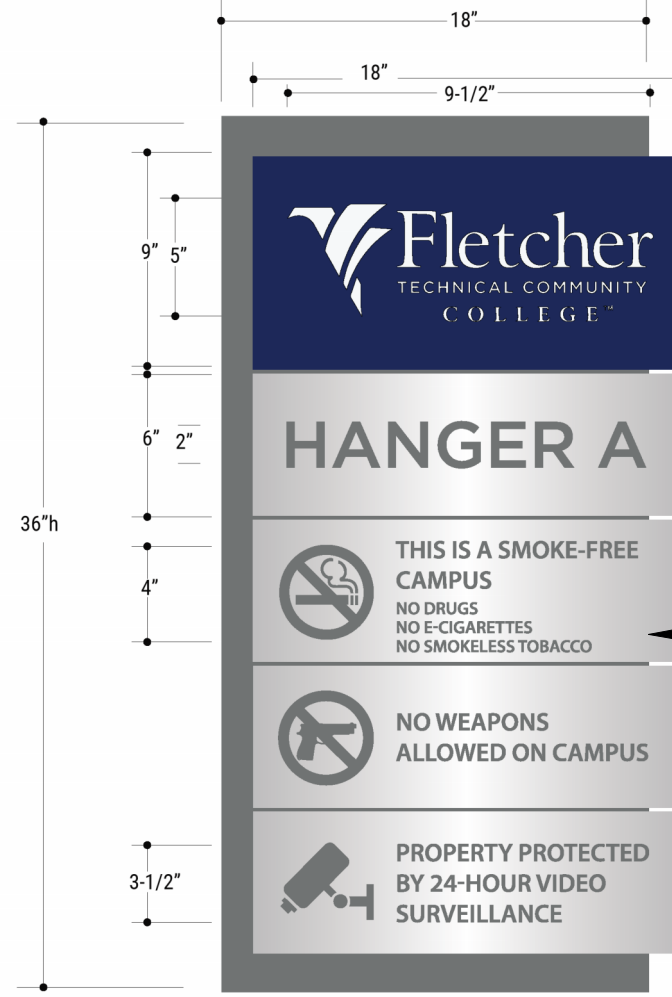
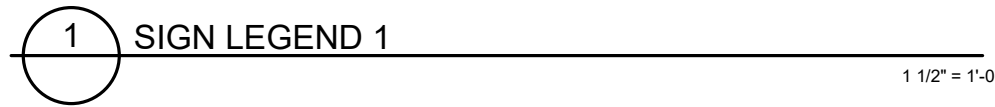
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SIGN TYPE 1
(PROVIDE 2)



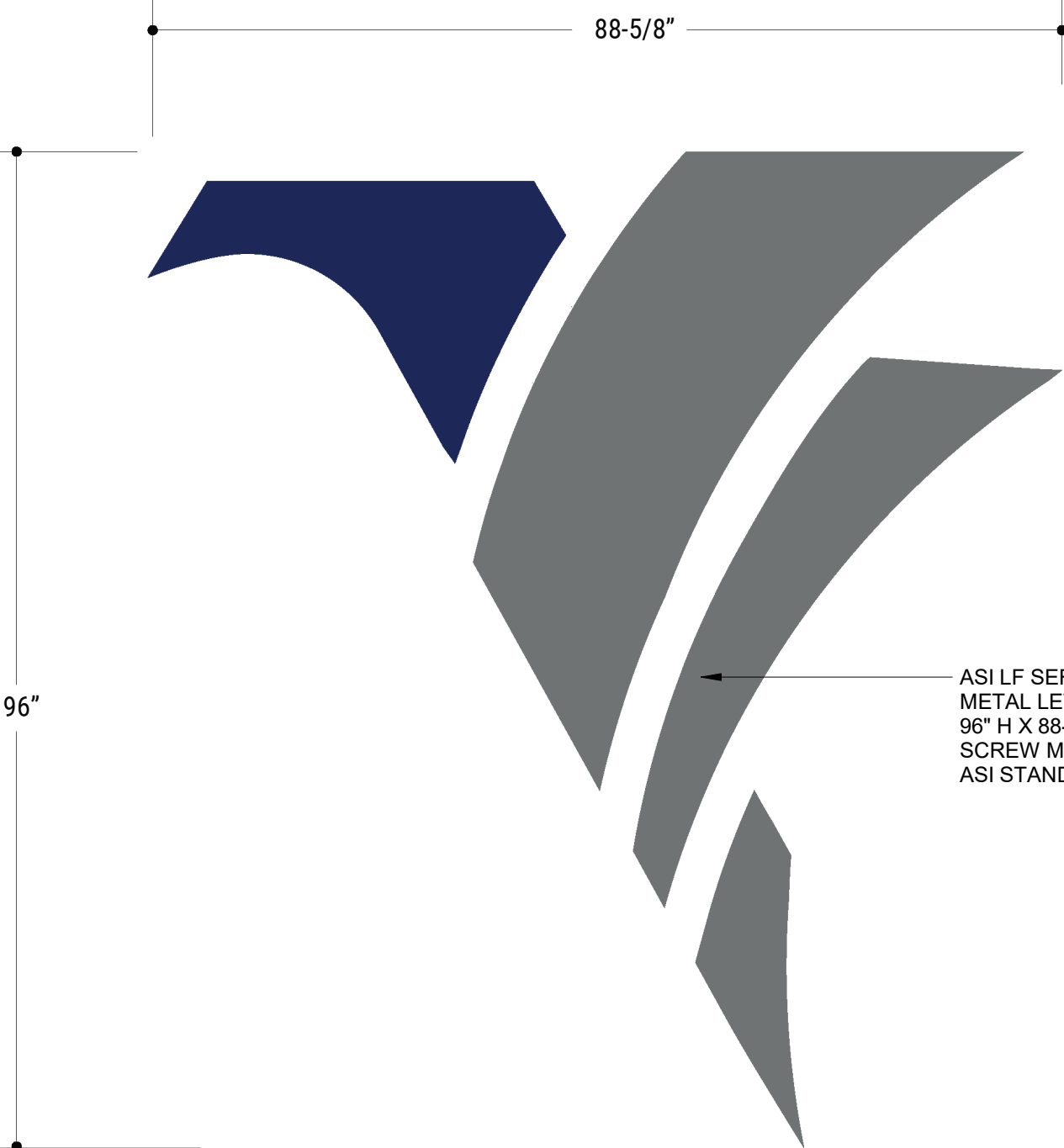
SIGN TYPE 2
(PROVIDE 2)

ASI PMA SERIES CUT ACRYLIC PANEL WITH VINYL LETTERS
35" H X 18" W X 5/8" THICK OVERALL
ASI SPE SERIES CUT OUT ACRYLIC
(1) 9" H X 18" W X 1/4" THICK - FLETCHER LOGO
(1) 6" H X 18" W X 1/4" THICK - HOURS
(3) 6" H X 18" W X 1/4" THICK - REGULATIONS
36" H X 18" W X 1/4" THICK ACRYLIC BACKER
SCREW MOUNTED TO BUILDING, ADJACENT TO FRONT DOORS



SIGN TYPE 3

ASI COMPASS SERIES DOUBLE POST & PANEL - SINGLE SIDED
(1) 16" H X 50" W - HEADER PANEL
(2) 6" H X 50" W - SECONDARY PANEL
ASI LTV APPLIED VINYL TEXT & LOGO
ASI STANDARD COLOR
(2) 55" H X 6-7/8" W W/GROUND SLEEVED FLANGE MOUNTED TO
NEW CONCRETE PAD



SIGN TYPE 4

ASI LF SERIES FABRICATED METAL LOGO & ASI LPS SERIES CUT
METAL LETTERS
96" H X 88-5/8" W X 3" THICK FABRICATED ALUMINUM - LOGO
SCREW METAL TO CORRUGATED METAL BUILDING
ASI STANDARD FONT & COLOR

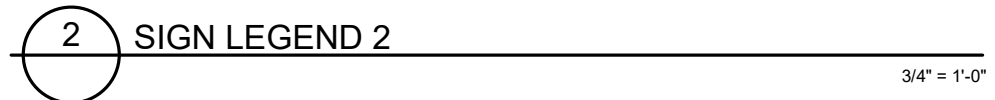


SIGN TYPE 5



SIGN TYPE 6

ASI LPS SERIES CUT METAL LETTERS - NON ILLUMINATED
12" H X 3/8" THICK FABRICATED ALUMINUM
LETTERS MECHANICALLY WELDED TO 3/8" THICK ALUMINUM PLATE
ASI STANDARD FONT & PAINT COLOR
BOTTOM BAR MOUNTED



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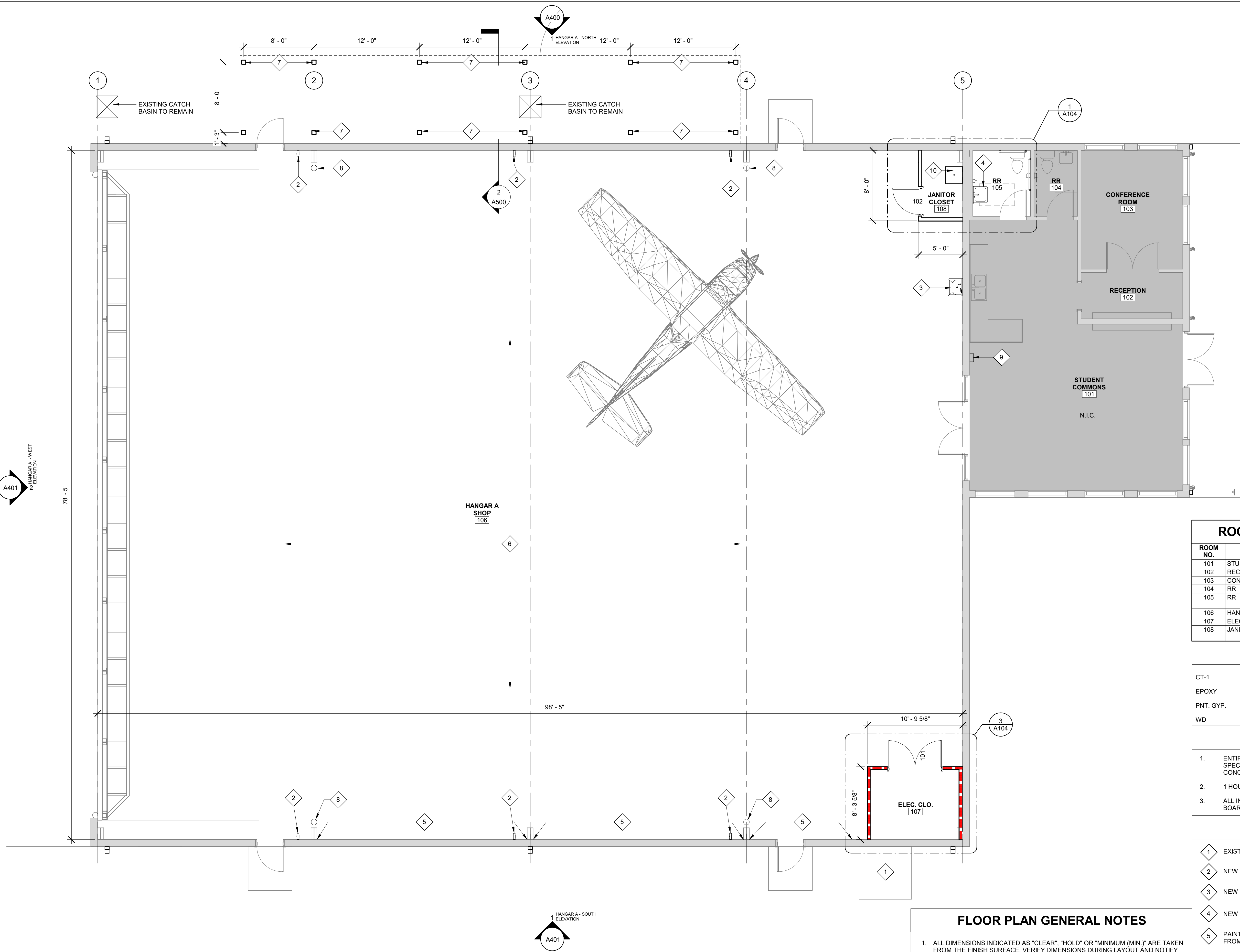


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SIGN ELEVATIONS

AS101



2 FLOOR PLAN - HANGAR A
1 A400
3/16" = 1'-0"

FLOOR PLAN GENERAL NOTES

- ALL DIMENSIONS INDICATED AS "CLEAR," "HOLD" OR "MINIMUM (MIN.)" ARE TAKEN FROM THE FINISH SURFACE. VERIFY DIMENSIONS DURING LAYOUT AND NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING.
- "ALIGN" SHALL MEAN TO ACCURATELY LOCATE FINISH FACES IN THE SAME PLANE.
- PROVIDE SOLID BLOCKING BETWEEN STUDS AT ALL LOCATIONS TO RECEIVE MILLWORK, GRAB BARS OR OTHER ITEMS REQUIRING ATTACHMENT TO THE WALL OR PARTITION.
- ALL WORK NOTED "BY OTHERS" OR "N.I.C." SHALL BE PROVIDED BY OWNER OR UNDER SEPARATE CONTRACT. INCLUDE REQUIREMENTS FOR THIS WORK IN CONSTRUCTION SCHEDULE AND COORDINATE AS REQUIRED TO ASSURE ORDERLY SEQUENCE OF INSTALLATION.
- CLEARANCES AND TOLERANCES OF ALL WALLS ADJACENT TO OR ABOUNDING EQUIPMENT SHALL BE VERIFIED BY EQUIPMENT VENDORS PRIOR TO LAYOUT.

ROOM FINISH SCHEDULE - HANGAR A

ROOM NO.	ROOM NAME	FLOOR	BASE	WALL	CLG.	CLG. HGT	REMARKS
101	STUDENT COMMONS	-	-	-	-	-	N.I.C.
102	RECEPTION	-	-	-	-	-	N.I.C.
103	CONFERENCE ROOM	-	-	-	-	-	N.I.C.
104	RR	-	-	-	-	-	N.I.C.
105	RR	CT	WD	PNT. GYP.	PNT. GYP.	8'-0"	3
106	HANGAR A SHOP	EPOXY	-	-	-	-	1
107	ELEC. CLO.	-	-	-	-	-	1,2
108	JANITOR CLOSET	EPOXY	EPOXY	PNT. GYP.	PNT. GYP.	10'-0"	1,3

KEY

CT-1	CERAMIC TILE 1
EPOXY	EPOXY RESINOUS FLOORING
PNT. GYP.	PAINTED GYPSUM BOARD
WD	WOOD BASE

ROOM FINISH REMARKS

- ENTIRE FLOOR AREA TO BE COATED WITH EPOXY RESINOUS FLOORING PER SPECIFICATION SECTION 09 6723 RESINOUS FLOORING. CLEAN AND PREP CONCRETE PER MANUFACTURER'S INSTRUCTIONS PRIOR TO SEALING.
- 1 HOUR RATED ENCLOSURE. SEE PLAN.
- ALL INTERIOR GYP WALLS IN THIS ROOM TO BE MOISTURE-RESISTANT GYP BOARD.

SPECIFIC NOTES

- EXISTING AIR COMPRESSOR TO REMAIN
- NEW COMPRESSED AIR LINES AND HOSE REELS, RE: PLUMBING
- NEW SINK AND EYEWASH SINK, RE: PLUMBING
- NEW LAVATORY, RE: PLUMBING
- PAINT EXISTING METAL WALL PANELS THROUGHOUT SHOP, FROM FINISHED FLOOR TO 4 FEET ABOVE FINISHED FLOOR
- INSTALL RESINOUS EPOXY FLOORING THROUGHOUT ENTIRE SHOP FLOOR PER SPECIFICATION SECTION 09 6723 RESINOUS FLOORING. **THIS SCOPE SHALL BE COMPLETED WITHIN THE FIRST 30 DAYS OF THE CONTRACT.**
- ALTERNATE NO. 2** COLUMNS FOR NEW ALUMINUM CANOPY STRUCTURE SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT AREA (ASSUME 2' X 2'). TAKE CARE NOT TO DAMAGE EXISTING SUBSURFACE DRAINAGE.
- EXISTING WALL MOUNTED FIRE EXTINGUISHER
- NEW FIRE EXTINGUISHER WALL MOUNTED CABINET, SURFACE MOUNTED
- NEW JANITOR SINK, RE: PLUMBING

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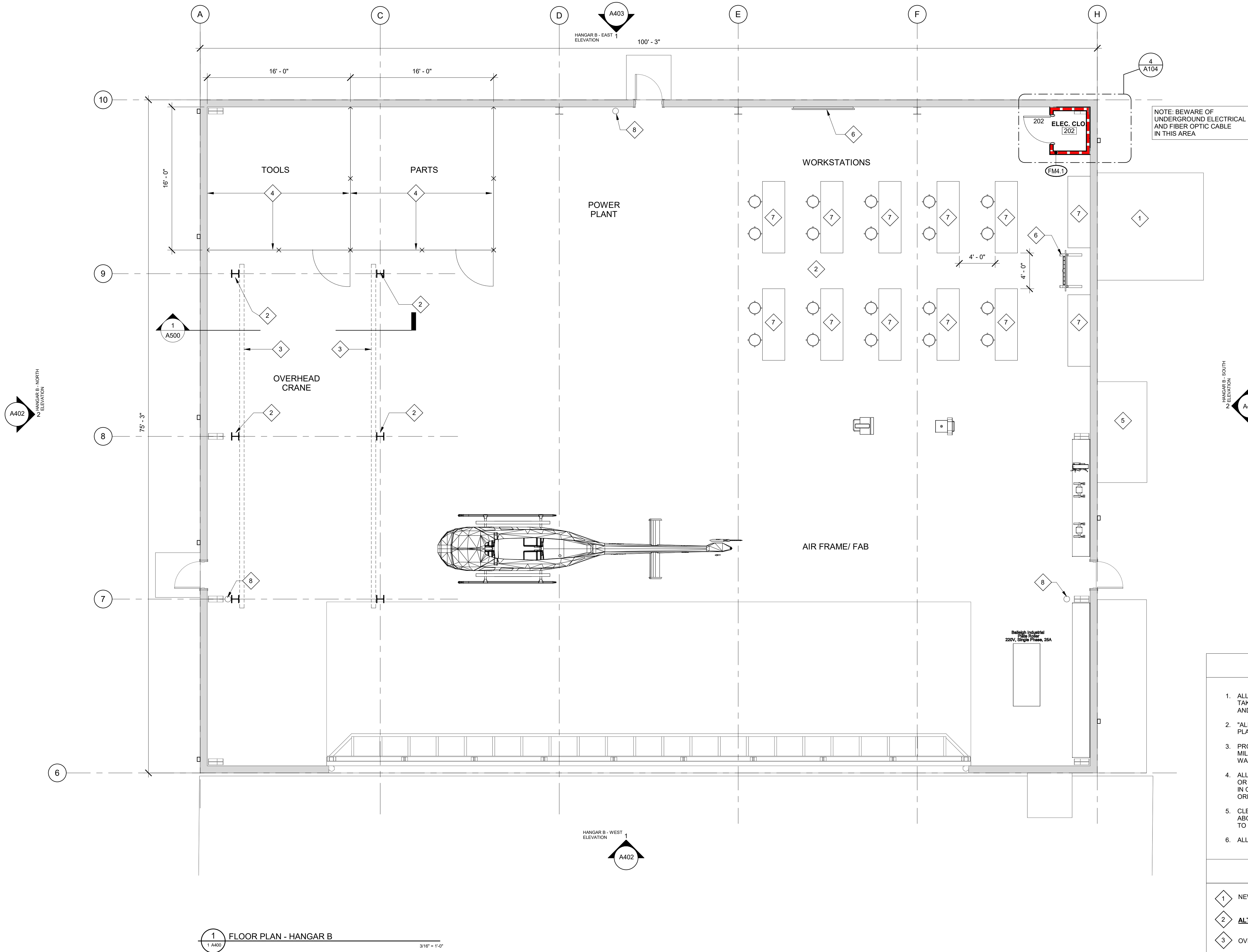


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FLOOR PLAN - HANGAR A

A100



1 FLOOR PLAN - HANGAR B
1 A400
3/16" = 1'-0"

FLOOR PLAN GENERAL NOTES

- ALL DIMENSIONS INDICATED AS "CLEAR", "HOLD" OR "MINIMUM (MIN.)" ARE TAKEN FROM THE FINISH SURFACE. VERIFY DIMENSIONS DURING LAYOUT AND NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING.
- "ALIGN" SHALL MEAN TO ACCURATELY LOCATE FINISH FACES IN THE SAME PLANE.
- PROVIDE SOLID BLOCKING BETWEEN STUDS AT ALL LOCATIONS TO RECEIVE MILLWORK, GRAB BARS OR OTHER ITEMS REQUIRING ATTACHMENT TO THE WALL OR PARTITION.
- ALL WORK NOTED "BY OTHERS" OR "N.I.C." SHALL BE PROVIDED BY OWNER OR UNDER SEPARATE CONTRACT. INCLUDE REQUIREMENTS FOR THIS WORK IN CONSTRUCTION SCHEDULE AND COORDINATE AS REQUIRED TO ASSURE ORDERLY SEQUENCE OF INSTALLATION.
- CLEARANCES AND TOLERANCES OF ALL WALLS ADJACENT TO OR ABOUNDING EQUIPMENT SHALL BE VERIFIED BY EQUIPMENT VENDORS PRIOR TO LAYOUT.
- ALL FURNITURE BY OWNER

SPECIFIC NOTES

- NEW CONCRETE PAD AND NEW AIR COMPRESSOR, RE: MECH
- ALTERNATE NO. 1:** COLUMN FOR NEW 5 TON OVERHEAD CRANE SYSTEM
- OVERHEAD CRANE RUNWAY BEAM OVERHEAD
- WIRE SECURITY ROOM WITH HINGED DOOR - 16' X 16' X 10'.
ULINE MODEL NO. H-8296-2
- EXISTING HVAC UNITS
- NEW WALL MOUNTED TV. CONTRACTOR TO PROVIDE UNISTRUT MOUNTING BRACKETS AND INSTALL OWNER PROVIDED TV.
- STUDENT WORKSTATIONS BY OWNER
- EXISTING WALL MOUNTED FIRE EXTINGUISHER

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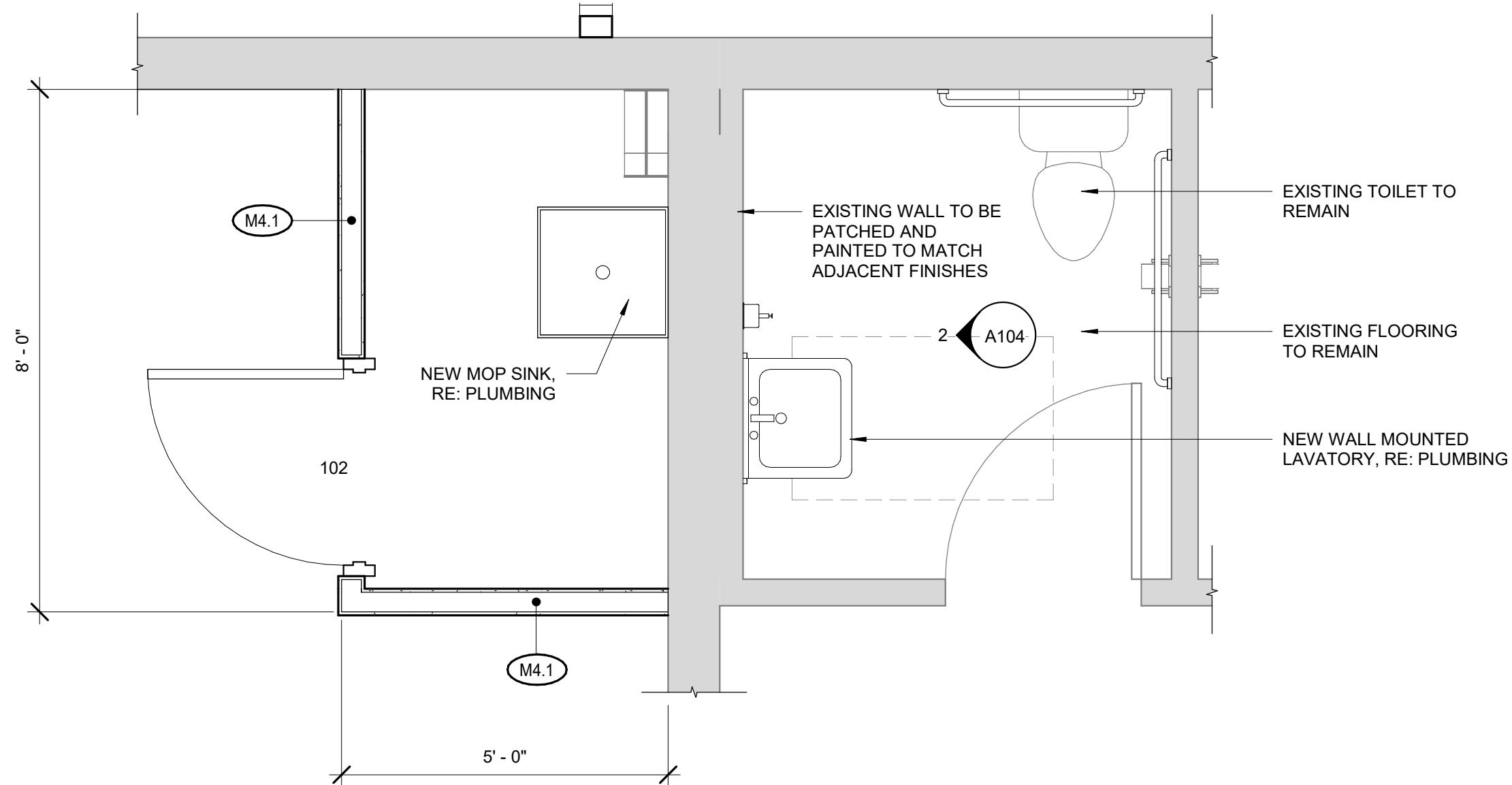
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FLOOR PLAN - HANGAR B

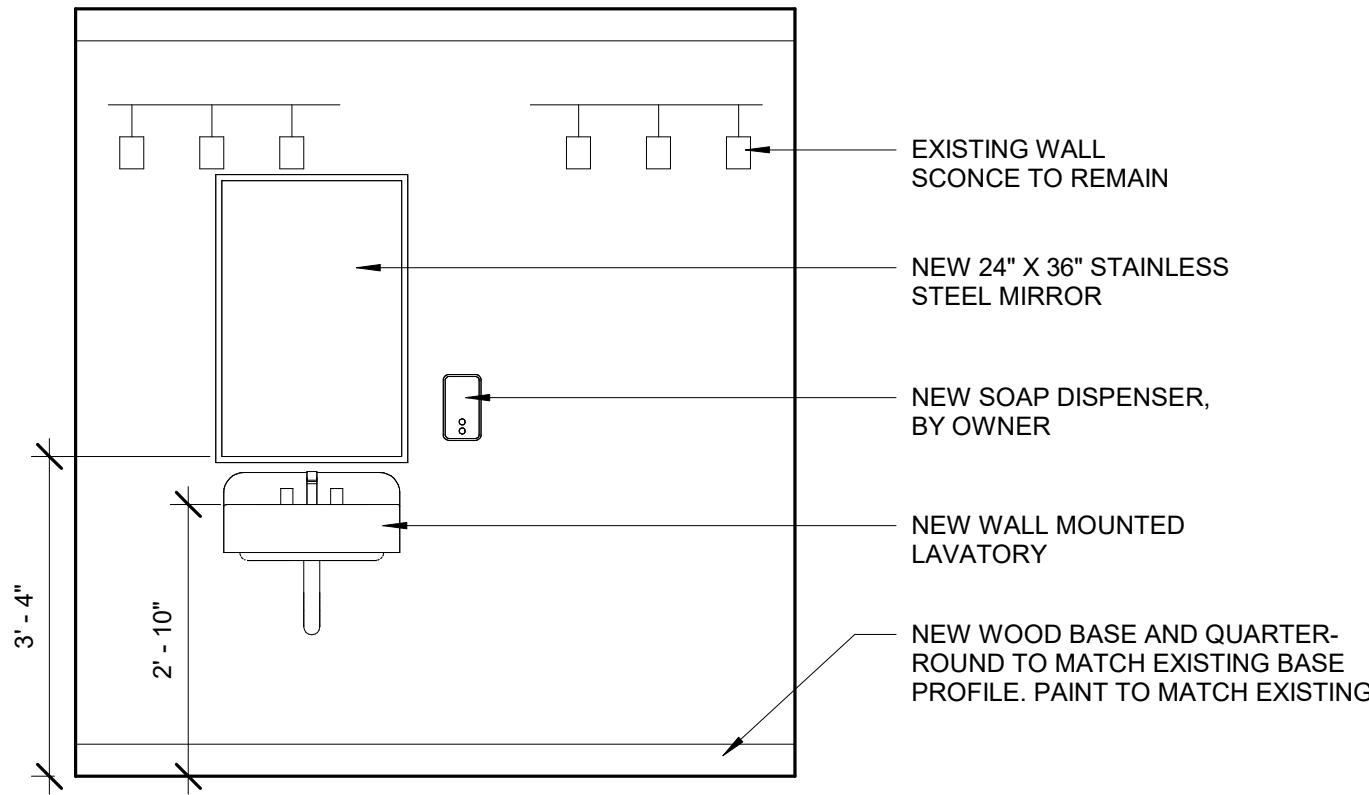
A102



PHOTO OF EXISTING RESTROOM. DEMOLISH EXISTING CASEWORK AND SINK. REPAIR DAMAGED AND MISSING MATERIAL BEHIND CABINET. PROTECT EXISTING FINISHES THROUGHOUT CONSTRUCTION.

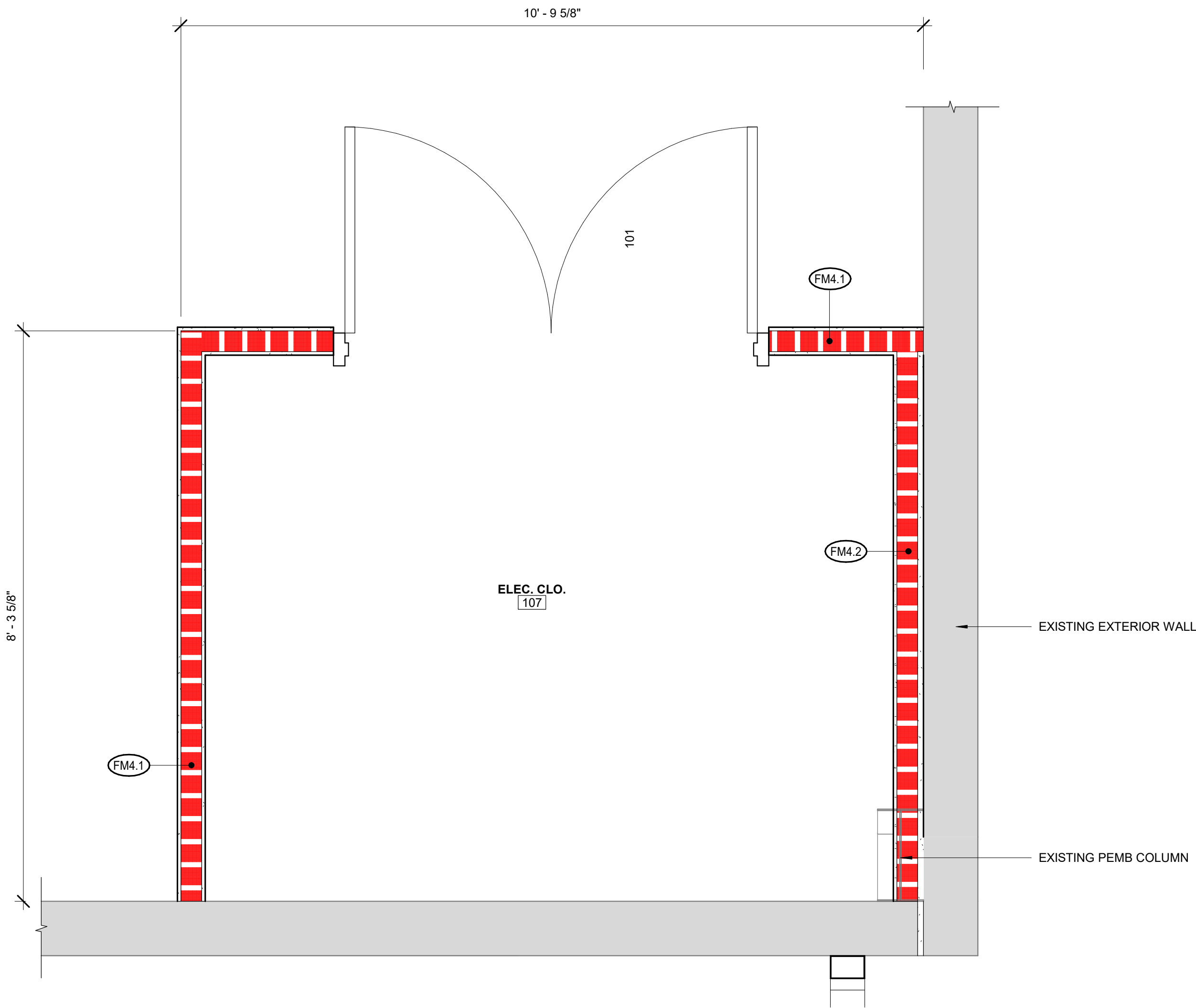


1 ENLARGED PLAN - RESTROOM
2 A100
1/2" = 1'-0"



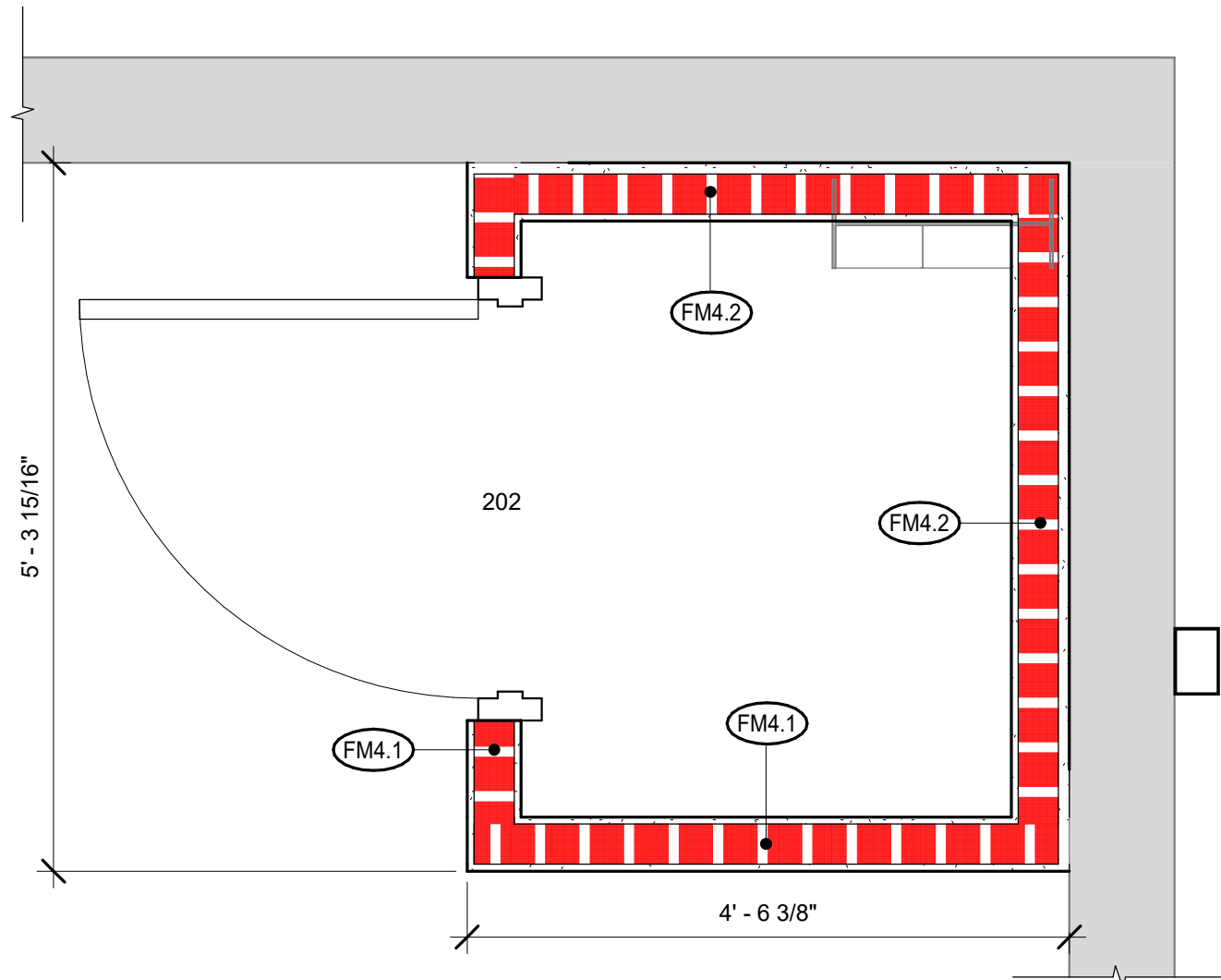
NOTE: CONTRACTOR IS RESPONSIBLE FOR REPAIR OF WALL BEHIND DEMOLISHED CASEWORK AND SINK. PATCH AND PAINT WALL TO MATCH ADJACENT FINISHES.

2 INTERIOR ELEVATION - RESTROOM
1 A104
1/2" = 1'-0"



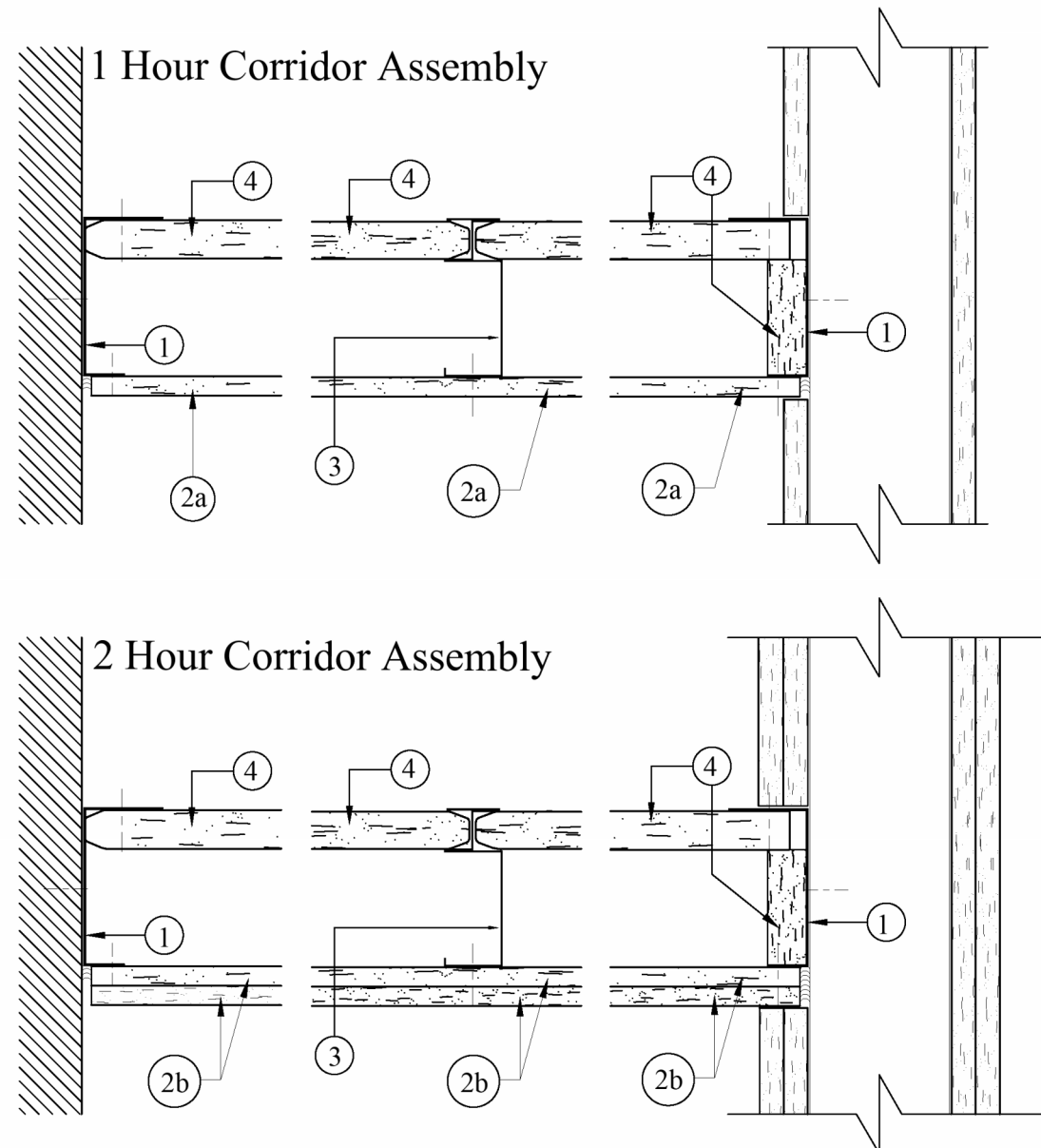
NOTES:
PROVIDE FIRE RATED CEILING AT 10'-0" AFF. CONSTRUCT CEILING PER SHAFT WALL - AER - 09038
SEE ELECTRICAL DRAWINGS FOR ELECTRICAL GEAR LAYOUT

3 ELECTRICAL CLOSET - HANGAR A
2 A100
3/4" = 1'-0"



PROVIDE FIRE RATED CEILING AT 10'-0" AFF. CONSTRUCT CEILING PER SHAFT WALL - AER - 09038

4 ELECTRICAL CLOSET - HANGAR B
1 A102
3/4" = 1'-0"



Shaft Wall - AER-09038

SCALE: UNITED STATES GYPSUM COMPANY
DATE: 9/11/2028

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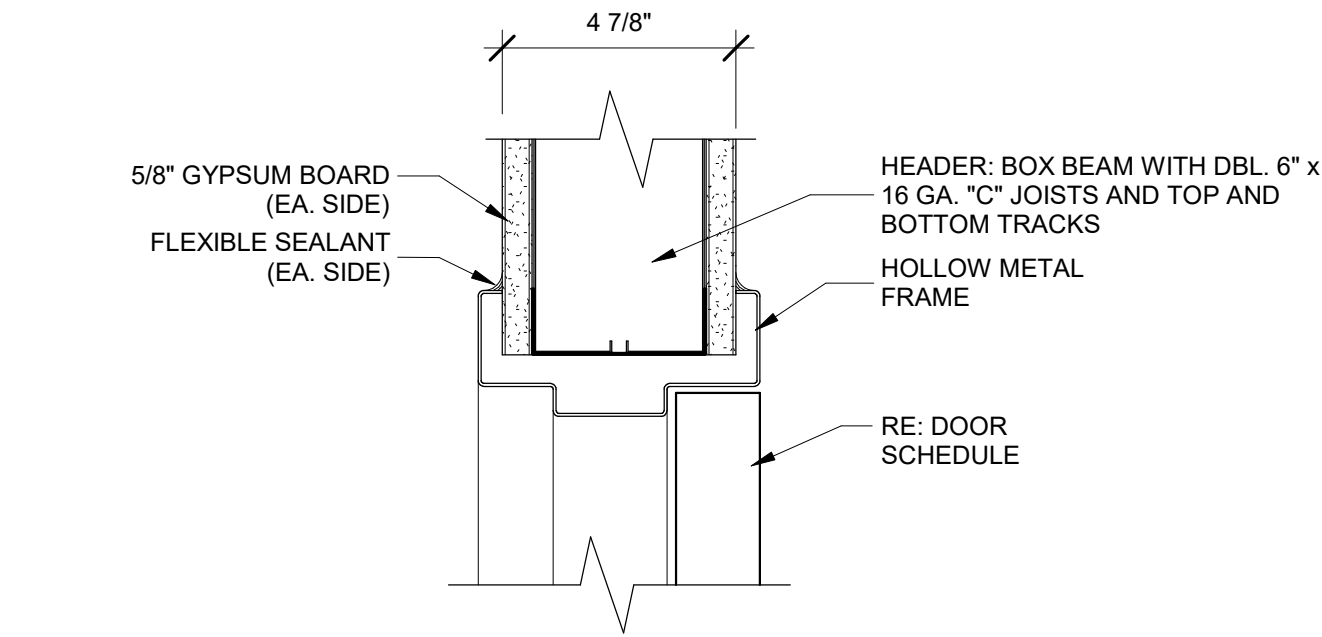


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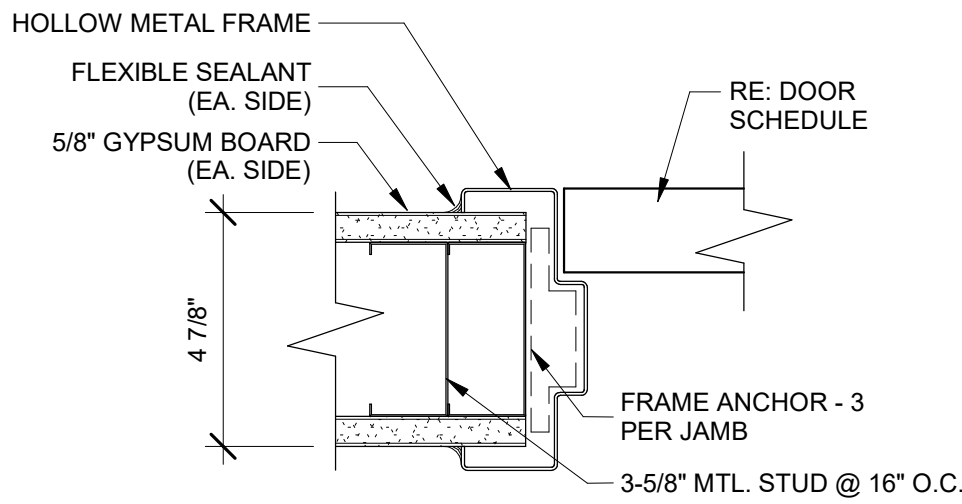
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ENLARGED FLOOR PLANS

A104



1 HEAD 3" = 1'-0"



2 JAMB 3" = 1'-0"

DOOR SCHEDULE

DOOR NUMBER	DOOR								FRAME					REMARKS
	WIDTH	HEIGHT	THICKNESS	TYPE	CONSTRUCTION	FINISH	GLASS	RATING	FRAME	FRAME TYPE	DETAILS:			
											HEAD	JAMB	SILL	
101	6' - 0"	7' - 0"	1 3/4"	FM2	HM	P	--	60	HMP		1	2	1	
102	3' - 0"	7' - 0"	1 3/4"	FM	HM	P	--		HMP		1	2		
202	3' - 0"	7' - 0"	1 3/4"	FM	HM	P	--	60	HMP		1	2	1	

DOOR NOTES

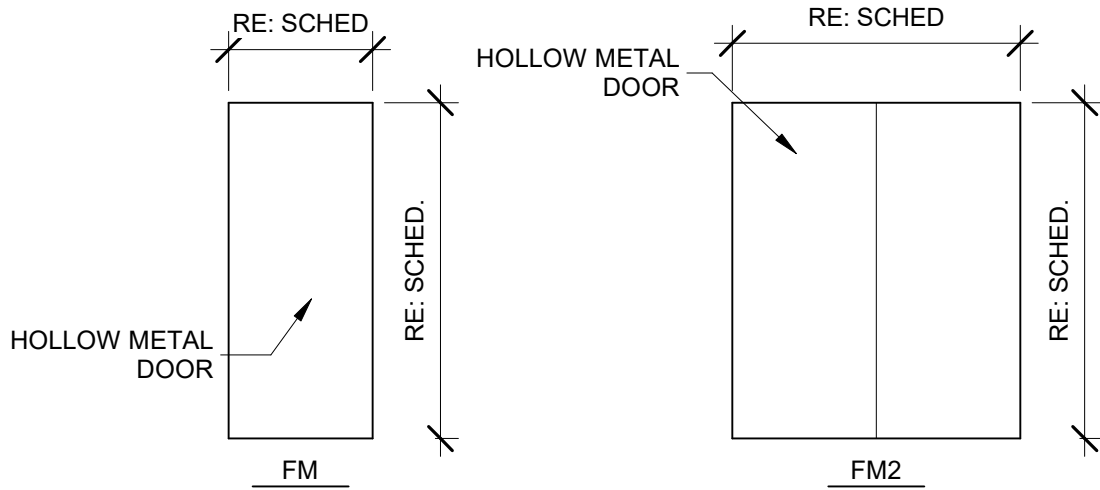
(SEE SPECIFICATIONS FOR ALL FINISH INFORMATION)

- DOOR CONSTRUCTION: HM = HOLLOW METAL
- FINISH: P = PAINTED
- FRAME / FINISH: HMP = HOLLOW METAL PAINTED

DOOR REMARKS

1. PROVIDE DOOR CLOSER AND SMOKE SEAL ON DOOR FRAME

DOOR ELEVATIONS



GENERAL NOTES

- INTERIOR DOOR OPENING NOT TO EXCEED 5 LBS. OF FORCE.
- EXTERIOR DOOR OPENING NOT TO EXCEED 8.5 LBS. OF FORCE.
- ALL FINISHES & COLORS ARE TO BE CHOSEN & APPROVED BY OWNER/ARCHITECT.
- DOORS OPENING INTO REQUIRED FIRE-RESISTIVE AREAS SHALL BE PROTECTED WITH A SMOKE OR DRAFT STOP ASSEMBLY HAVING A APPROVED FIRE RATING AND SHALL BE SELF-CLOSING.
- RATED DOOR JAMBS TO BE TIGHT FITTING, SMOKE & DRAFT CONTROLLED.
- ALL INTERIOR H.M. DOOR FRAMES TO BE 1 1/2".
- PAINT ALL HOLLOW METAL DOORS AND FRAMES TO MATCH ADJACENT WALL COLOR U.N.O.

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DOOR SCHEDULE / DETAILS

A200

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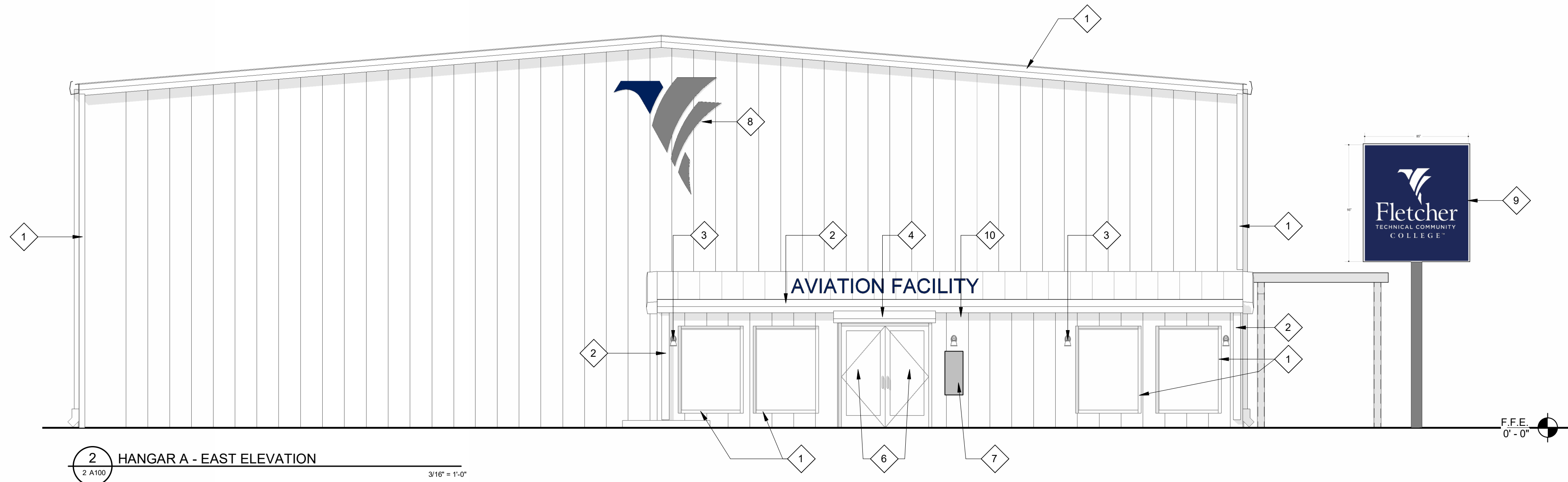
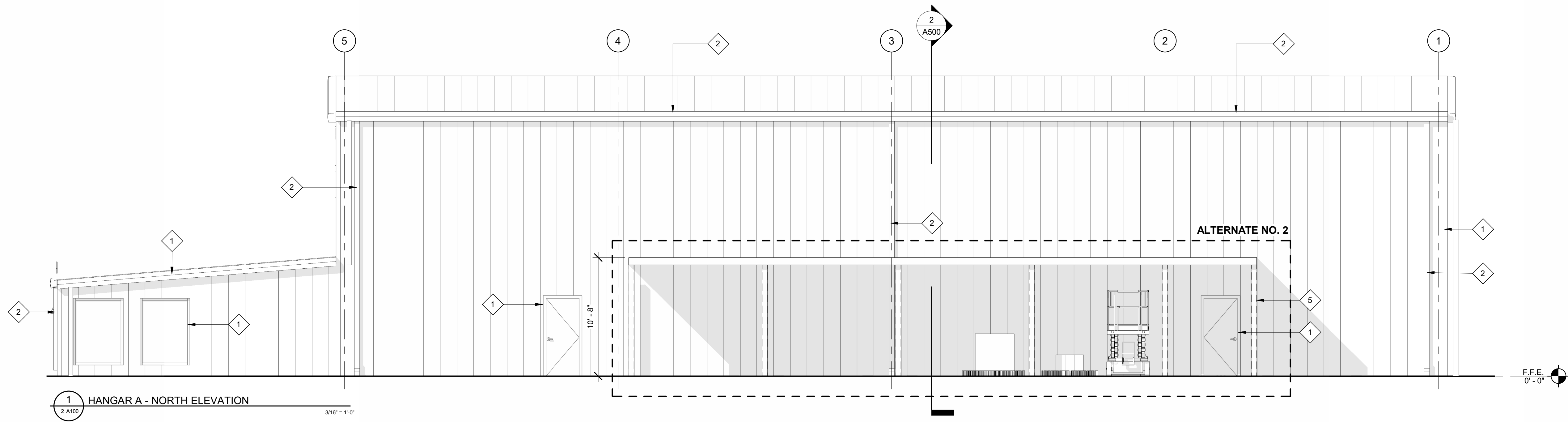


PHOTO OF EAST ELEVATION FOR REFERENCE



PHOTO OF NORTH ELEVATION FOR REFERENCE

SPECIFIC NOTES

- 1 REPAINT BUILDING TRIM (BLUE)
- 2 REPAINT GUTTER AND DOWNSPOUT (BLUE)
- 3 REMOVE, PAINT, AND REINSTALL EXTERIOR WALL SCONCE BLUE
- 4 REPLACE EXISTING FABRIC ON AWNING. AWNING FRAME TO REMAIN. OWNER TO SELECT FROM MANUFACTURE'S FULL RANGE OF COLORS.
- 5 **ALTERNATE NO. 2** - NEW ALUMINUM WALKWAY COVER
- 6 SIGN TYPE 1, MOUNTED TO GLASS ON DOOR, RE: AS101
- 7 SIGN TYPE 2, RE: AS101
- 8 SIGN TYPE 4, RE: AS101
- 9 SIGN TYPE 5, RE: AS101
- 10 SIGN TYPE 6, RE: AS101

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EXTERIOR
ELEVATIONS, HANGAR A

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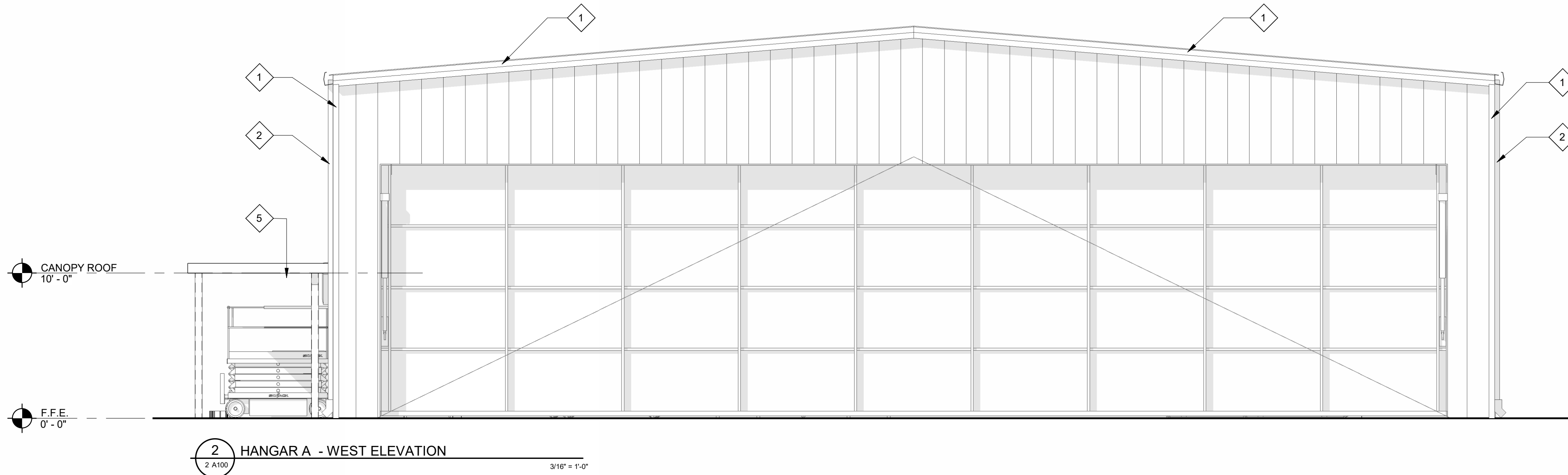
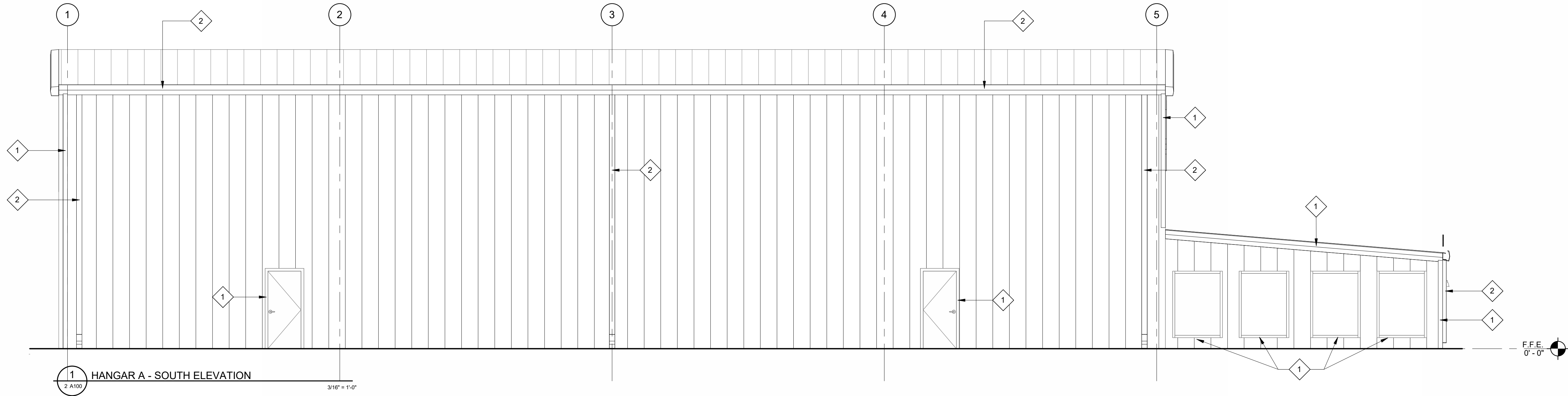


PHOTO OF WEST ELEVATION FOR REFERENCE



PHOTO OF SOUTH ELEVATION FOR REFERENCE

SPECIFIC NOTES

- 1 REPAINT BUILDING TRIM (BLUE)
- 2 REPAINT GUTTER AND DOWNSPOUT (BLUE)
- 3 REMOVE, PAINT, AND REINSTALL EXTERIOR WALL SCONCE BLUE
- 4 REPLACE EXISTING FABRIC ON AWNING. AWNING FRAME TO REMAIN. OWNER TO SELECT FROM MANUFACTURE'S FULL RANGE OF COLORS.
- 5 ALTERNATE NO. 2 NEW ALUMINUM WALKWAY COVER

AVIATION MAINTENANCE

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EXTERIOR
ELEVATIONS, HANGAR A

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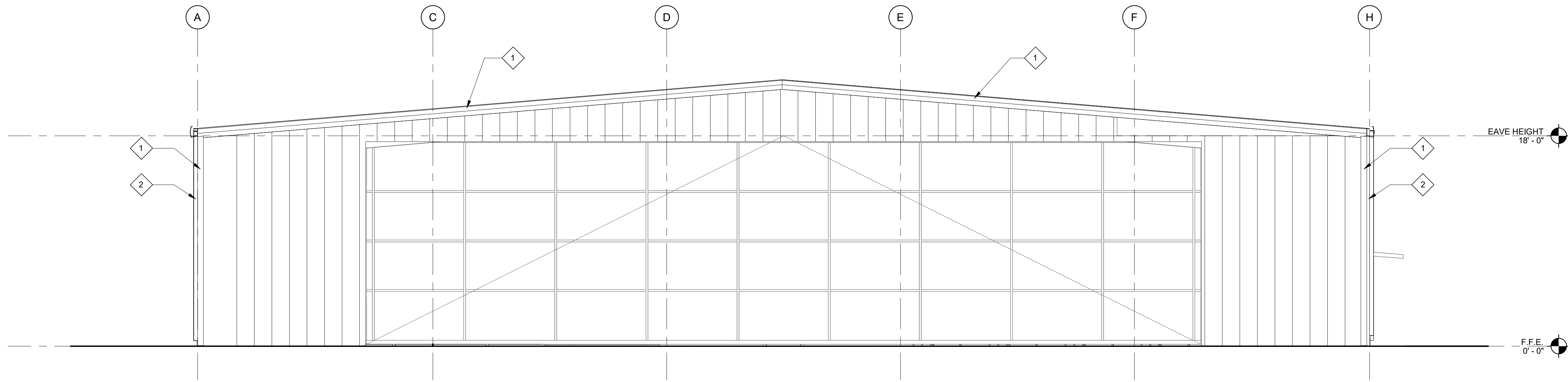


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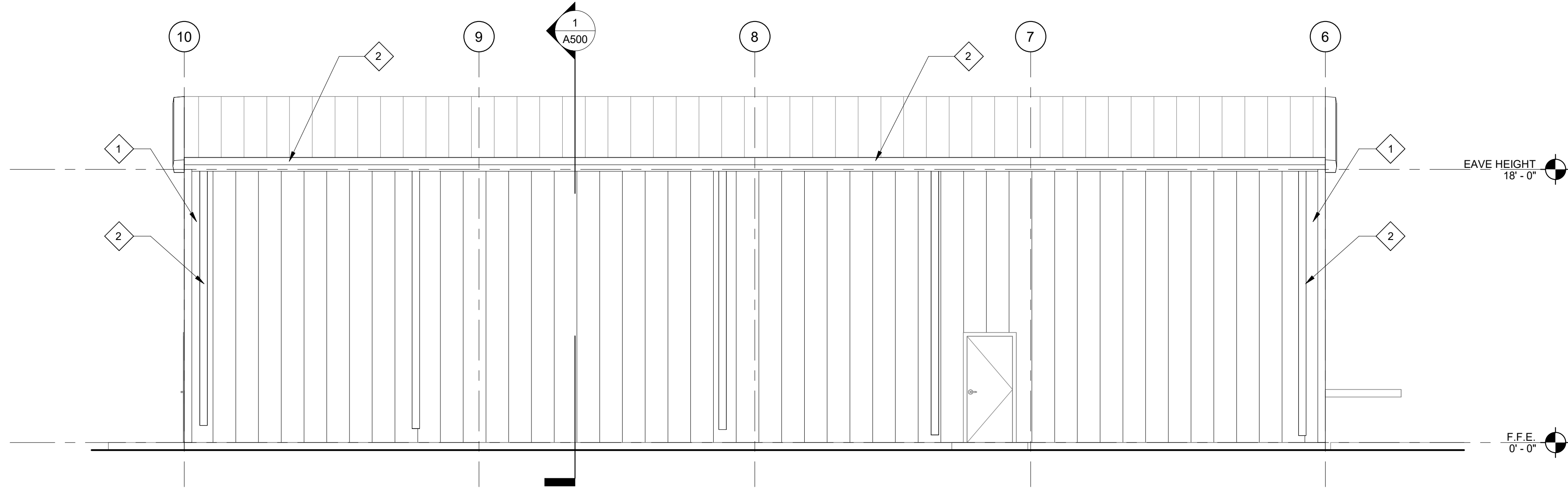
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EXTERIOR
ELEVATIONS_HANGAR B

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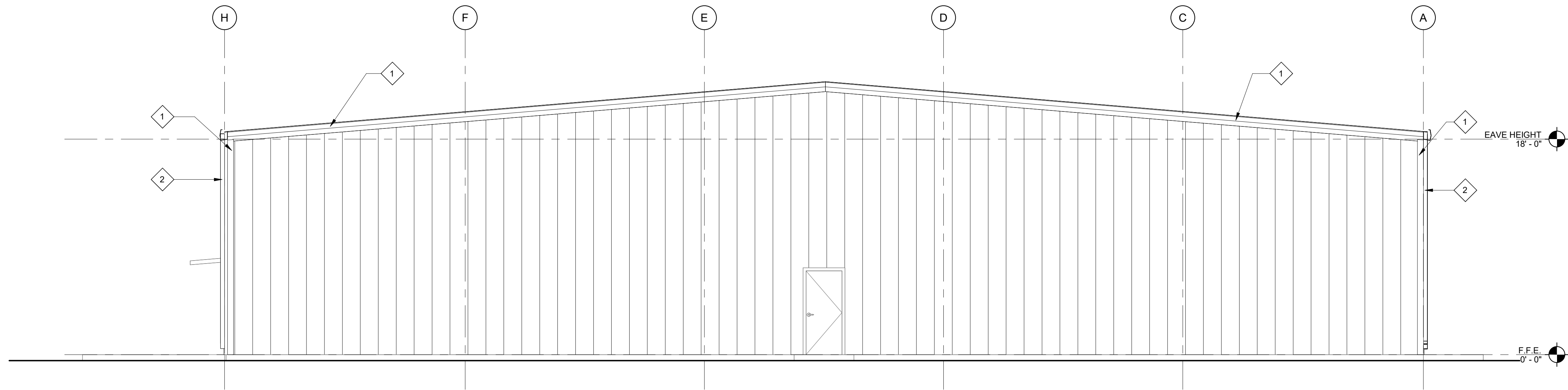
1 HANGAR B - WEST ELEVATION
1 A102 3/16" = 1'-0"



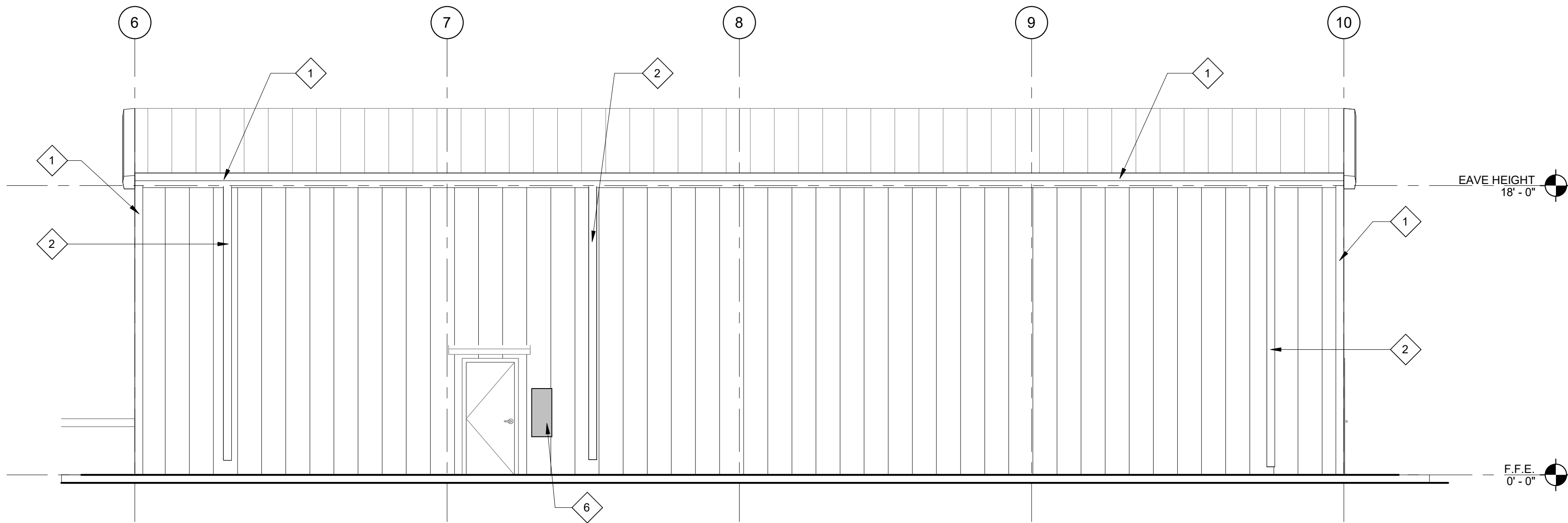
2 HANGAR B - NORTH ELEVATION
1 A102 3/16" = 1'-0"

SPECIFIC NOTES

- 1 REPAINT BUILDING TRIM (BLUE)
- 2 REPAINT GUTTER AND DOWNSPOUT (BLUE)
- 3 REMOVE, PAINT, AND REINSTALL EXTERIOR WALL SCENCE BLUE
- 4 REPLACE EXISTING FABRIC ON AWNING. AWNING FRAME TO REMAIN. OWNER TO SELECT FROM MANUFACTURER'S FULL RANGE OF COLORS.



1 HANGAR B - EAST ELEVATION
1 A102 3/16" = 1'-0"



2 HANGAR B - SOUTH ELEVATION
1 A102 3/16" = 1'-0"

SPECIFIC NOTES

- 1 REPAINT BUILDING TRIM (BLUE)
- 2 REPAINT GUTTER AND DOWNSPOUT BLUE
- 3 REMOVE, PAINT, AND REINSTALL EXTERIOR WALL SCENCE BLUE
- 4 REPLACE EXISTING FABRIC ON AWNING. AWNING FRAME TO REMAIN. OWNER TO SELECT FROM MANUFACTURER'S FULL RANGE OF COLORS.
- 5 NOT USED
- 6 SIGN TYPE 2, RE: AS101

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EXTERIOR
ELEVATIONS_HANGAR B

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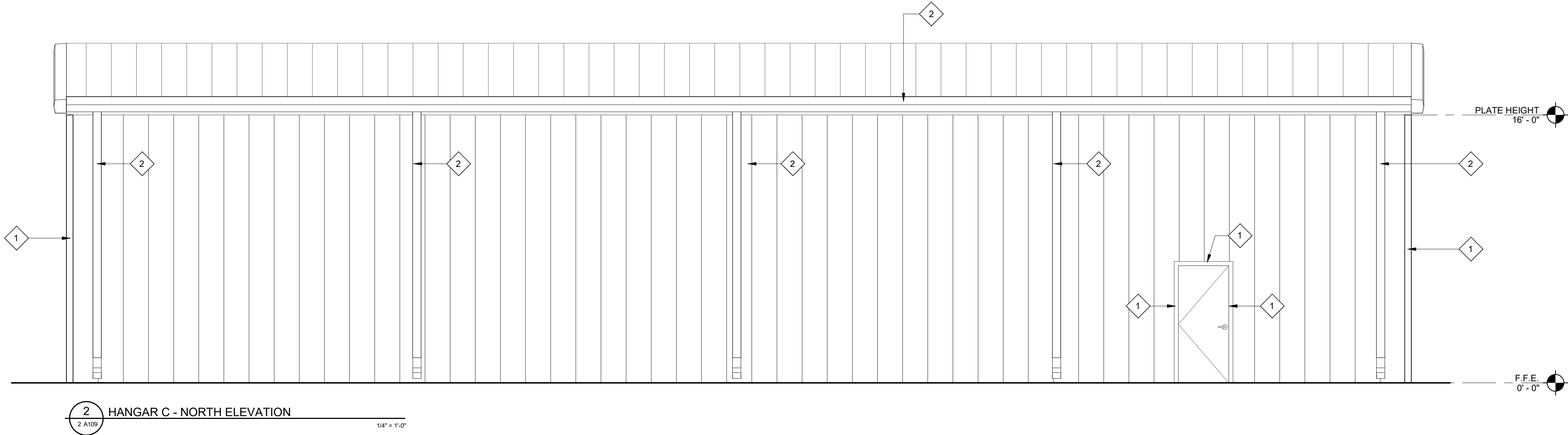
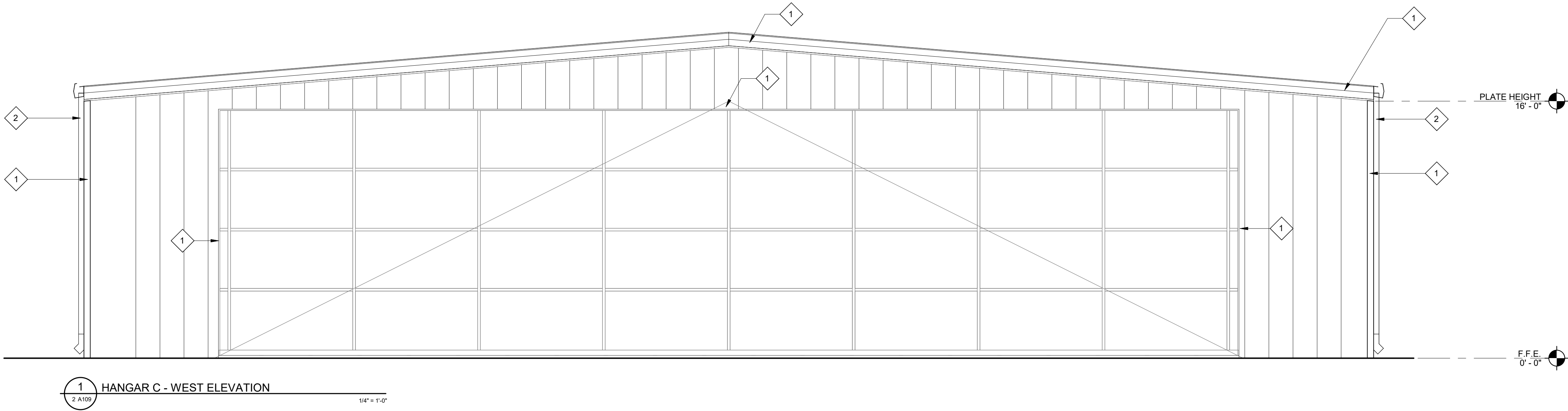


PHOTO OF WEST ELEVATION



PHOTO OF NORTH ELEVATION

1

REPAINT BUILDING TRIM (BLUE)

2

REPAINT GUTTER AND DOWNSPOUT (BLUE)

SPECIFIC NOTES

AVIATION MAINTENANCE

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A404



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ELEVATIONS, HANGAR C

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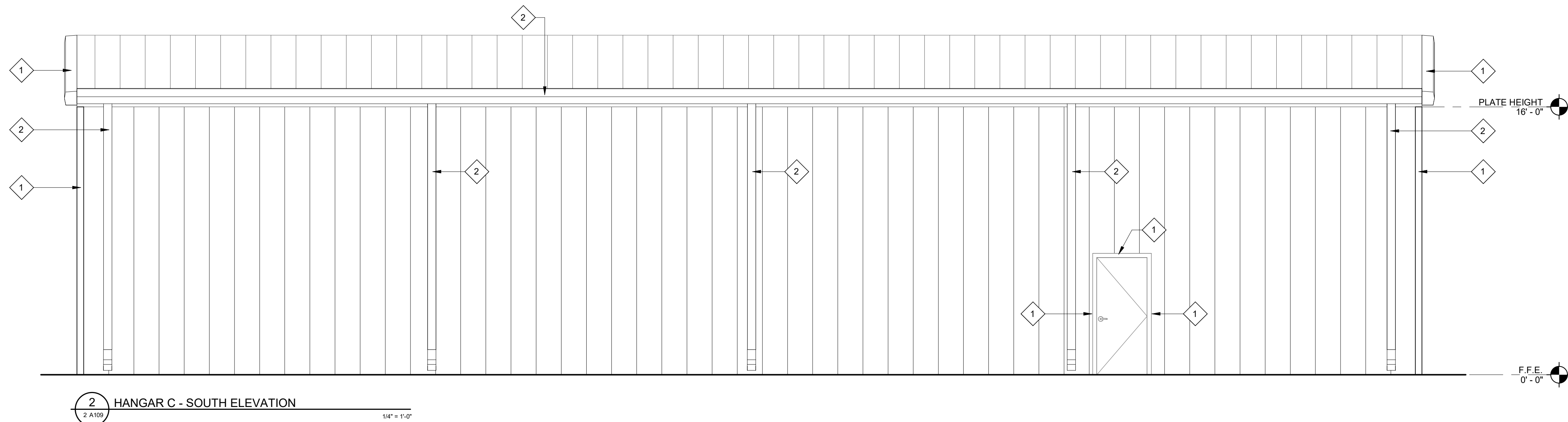
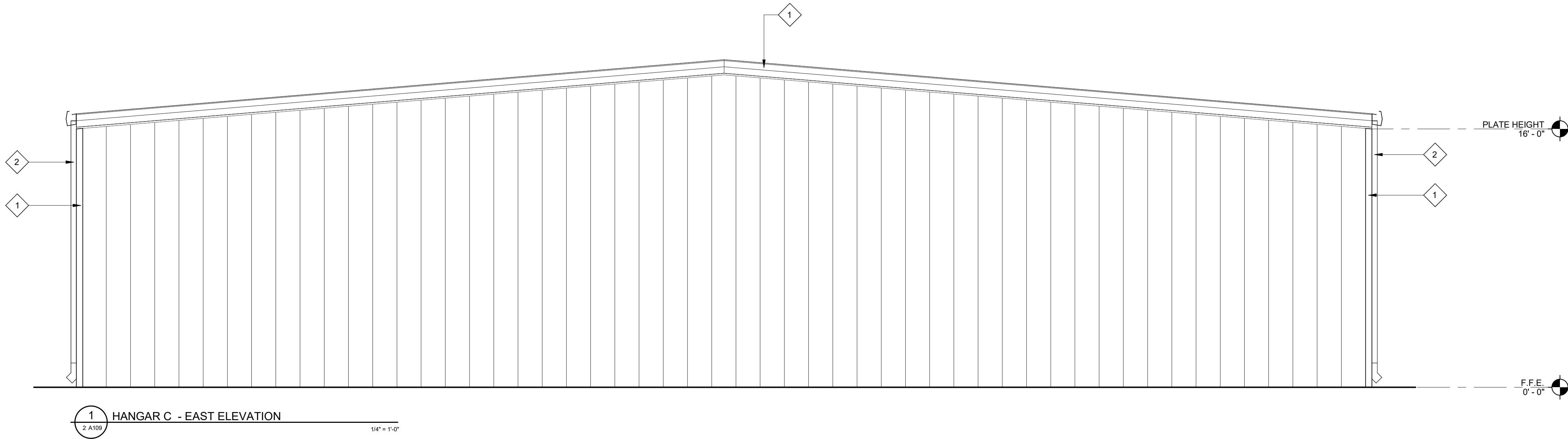


PHOTO OF SOUTH ELEVATION



PHOTO OF WEST ELEVATION

SPECIFIC NOTES

- 1 REPAINT BUILDING TRIM (BLUE)
- 2 REPAINT GUTTER AND DOWNSPOUT (BLUE)



PRESSURE WASH BUILDING, REMOVE PLASTIC SHUTTERS, AND REPLACE CANOPY FABRIC WITH NEW FABRIC.



PRESSURE WASH BUILDING



PRESSURE WASH BUILDING



PRESSURE WASH BUILDING

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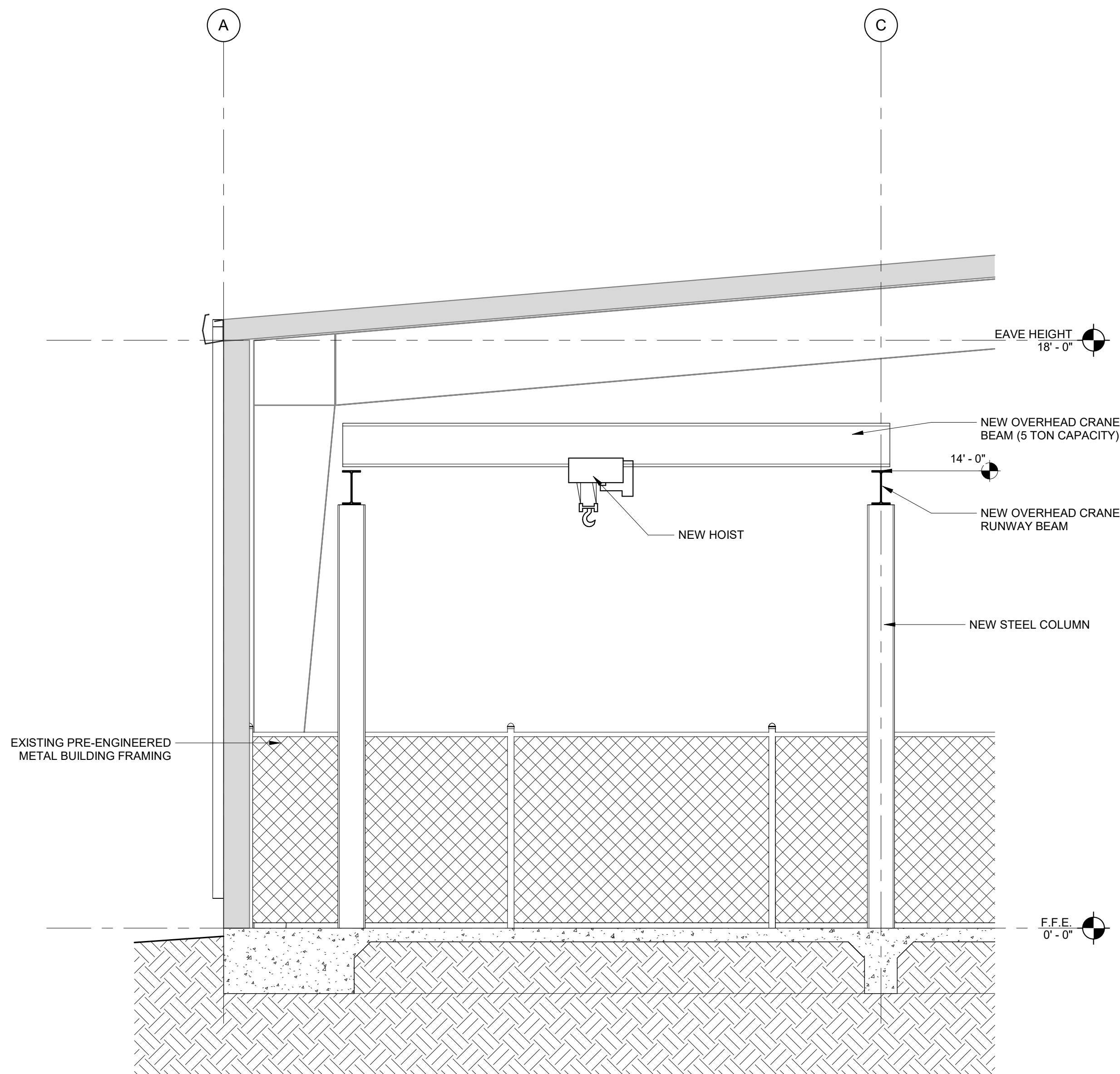


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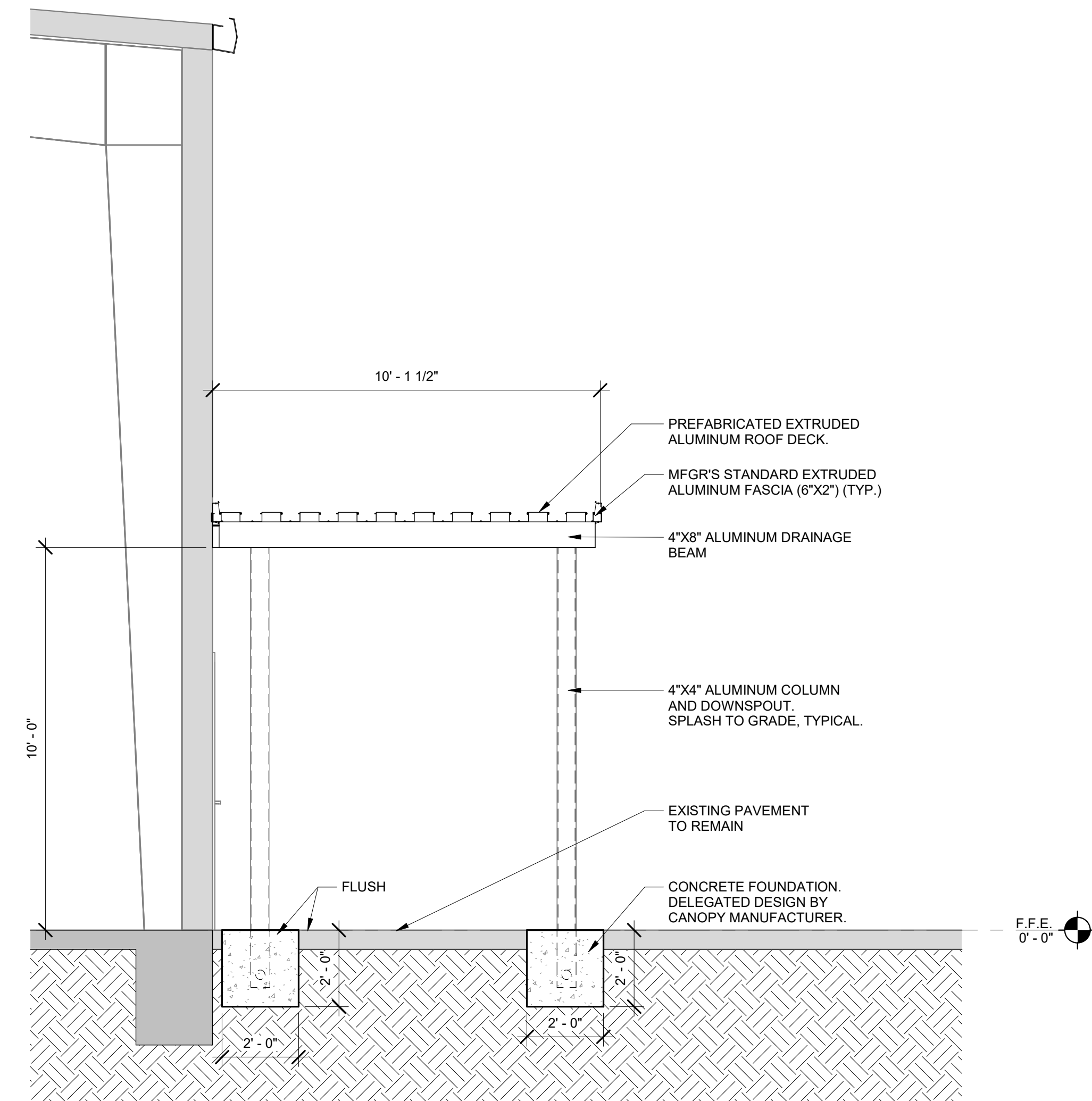
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1 OVERHEAD CRANE SECTION - ALTERNATE NO. 1
1 A102 3/8" = 1'-0"

- OVERHEAD CRANE GENERAL NOTES:**
- OVERHEAD CRANE IS A DELEGATED DESIGN BY CRANE MANUFACTURER. ALL ENGINEERING REQUIRED FOR THE CRANE COLUMNS, RUNWAY BEAMS, AND CRANE BEAM SHALL BE PROVIDED BY CRANE MANUFACTURER.
 - THE EXISTING SLAB WAS SCANNED TO DETERMINE THE LOCATION OF EXISTING POST-TENSION TENDONS. ALL ANCHORS BOLTS MUST AVOID CONFLICTS WITH THESE TENDONS.
 - VERIFY ALL EXISTING CONDITIONS PRIOR TO FABRICATION.
 - APPROVED MANUFACTURER: CRANE 1
 - CONTRACTOR TO PROVIDE ALL LABOR, MATERIAL, EQUIPMENT, SHIPPING, AND WEIGHTS FOR LOAD TESTING.
 - SPECIFICATIONS:
 - A. CAPACITY - 5 TONS (10,000 LBS)
 - B. CONFIGURATION - TOP RUNNING SINGLE GIRDER
 - C. GIRDER TYPE - STRUCTURAL CONSTRUCTION
 - D. LENGTH - NOT TO EXCEED 40'-0"
 - E. SPAN - NOT TO EXCEED 20'-0"
 - F. HOOK HEIGHT - 12'-10"
 - G. HOIST BRAND - R&M
 - H. HOIST MODEL - SXR504
 - I. CMAA CLASS - H4
 - J. HOIST AVAILABLE LIFT - 21'-4" AVAILABLE
 - K. HOIST LIFTING SPEED(S) - 20/3.10 FPM
 - L. TROLLEY SPEED(S) - 65-11.8 FPM VFD
 - M. BRIDGE SPEED - 100-29 FPM VFD
 - N. VOLTAGE - 460V/3PH/60Hz
 - O. CONTROL TYPE - PUSH-BUTTON PENDANT
 - P. RUNWAY TYPE - TOP RUNNING INTEGRAL W/ WELDED FLAT BAR RAIL
 - Q. TOP RAIL - 13'-10"
 - R. COLUMN TYPE - W-BEAM



2 ALUMINUM WALKWAY CANOPY - ALTERNATE NO. 2
2 A100 3/8" = 1'-0"

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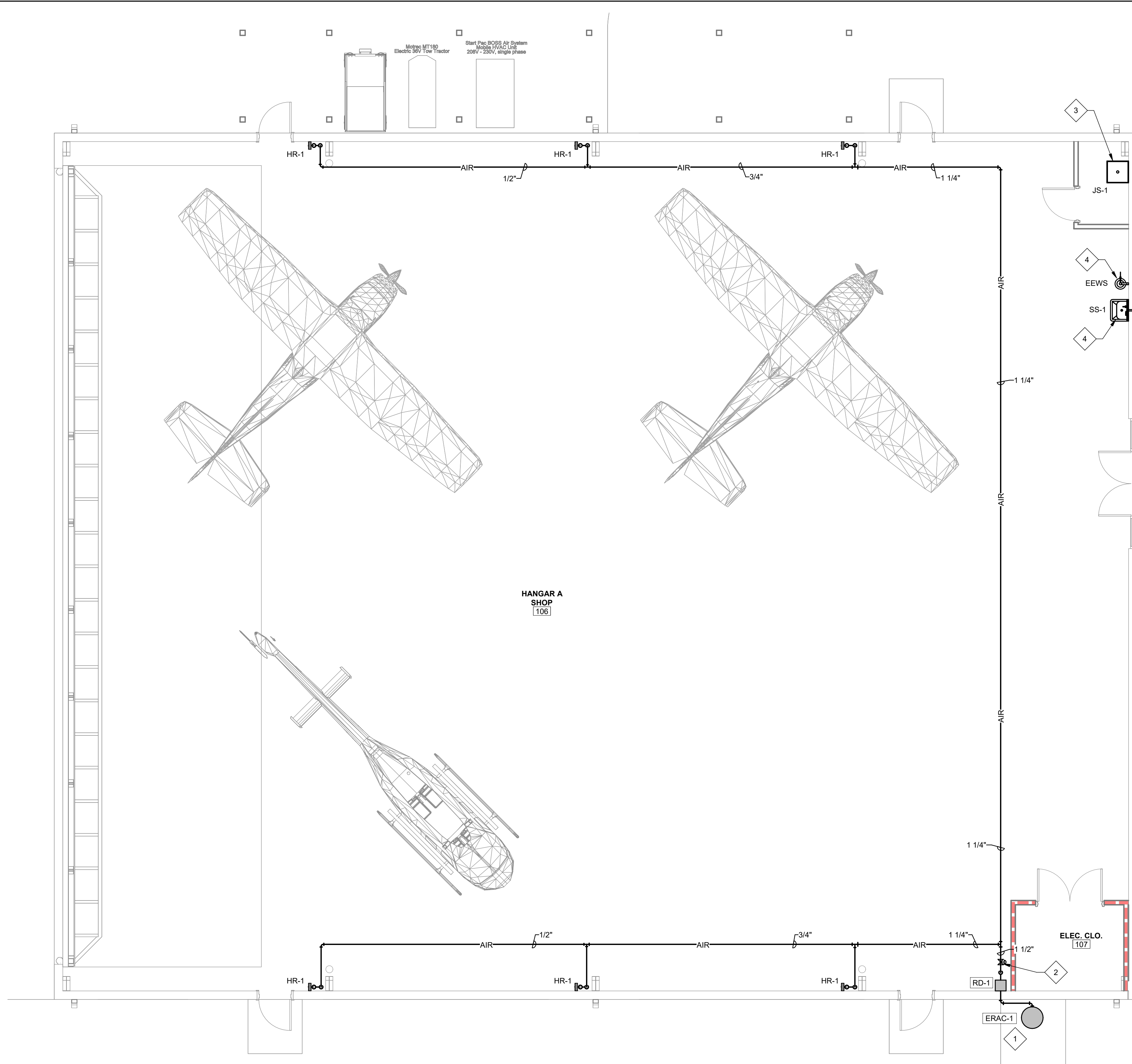
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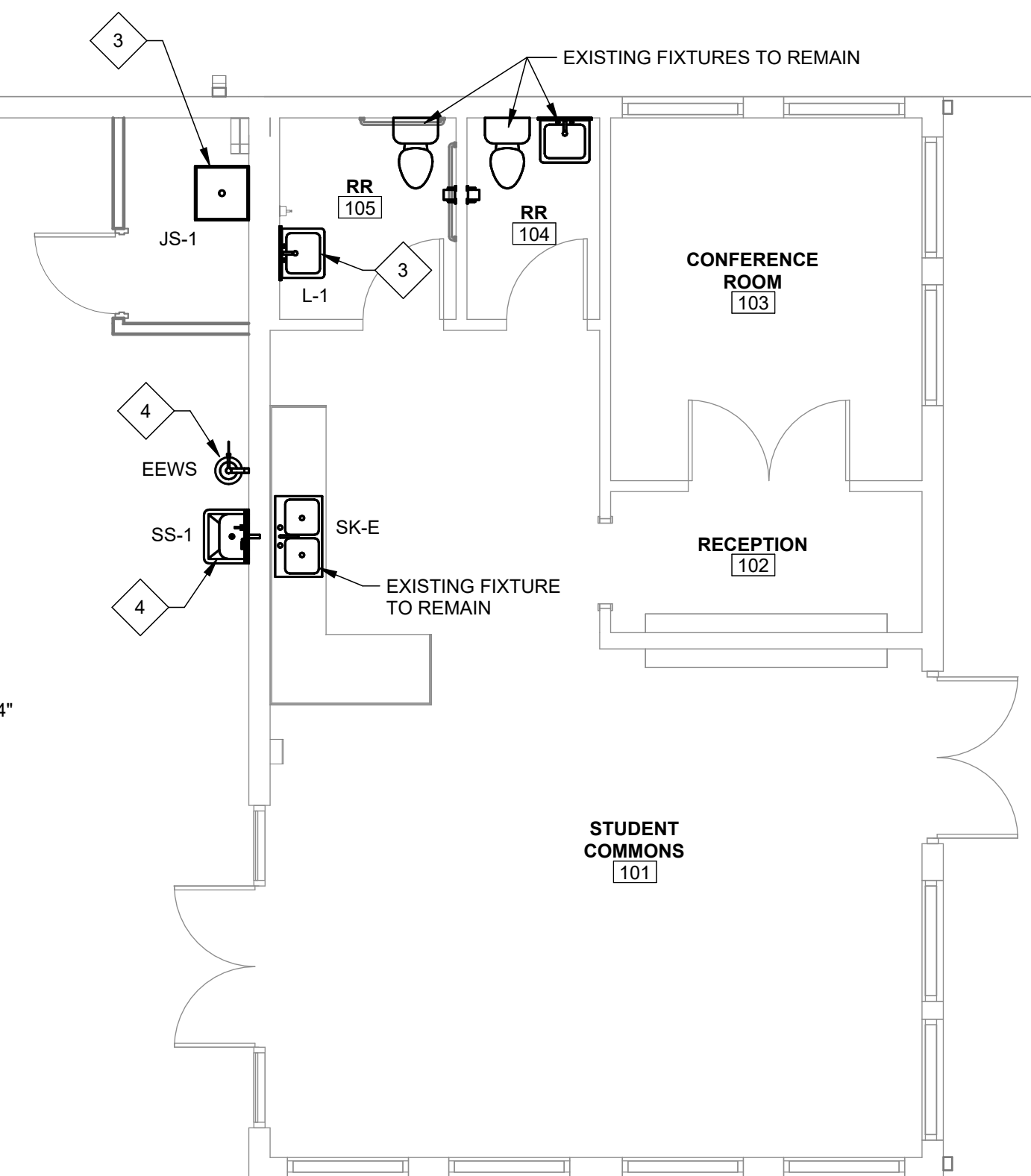
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BUILDING SECTIONS

A500

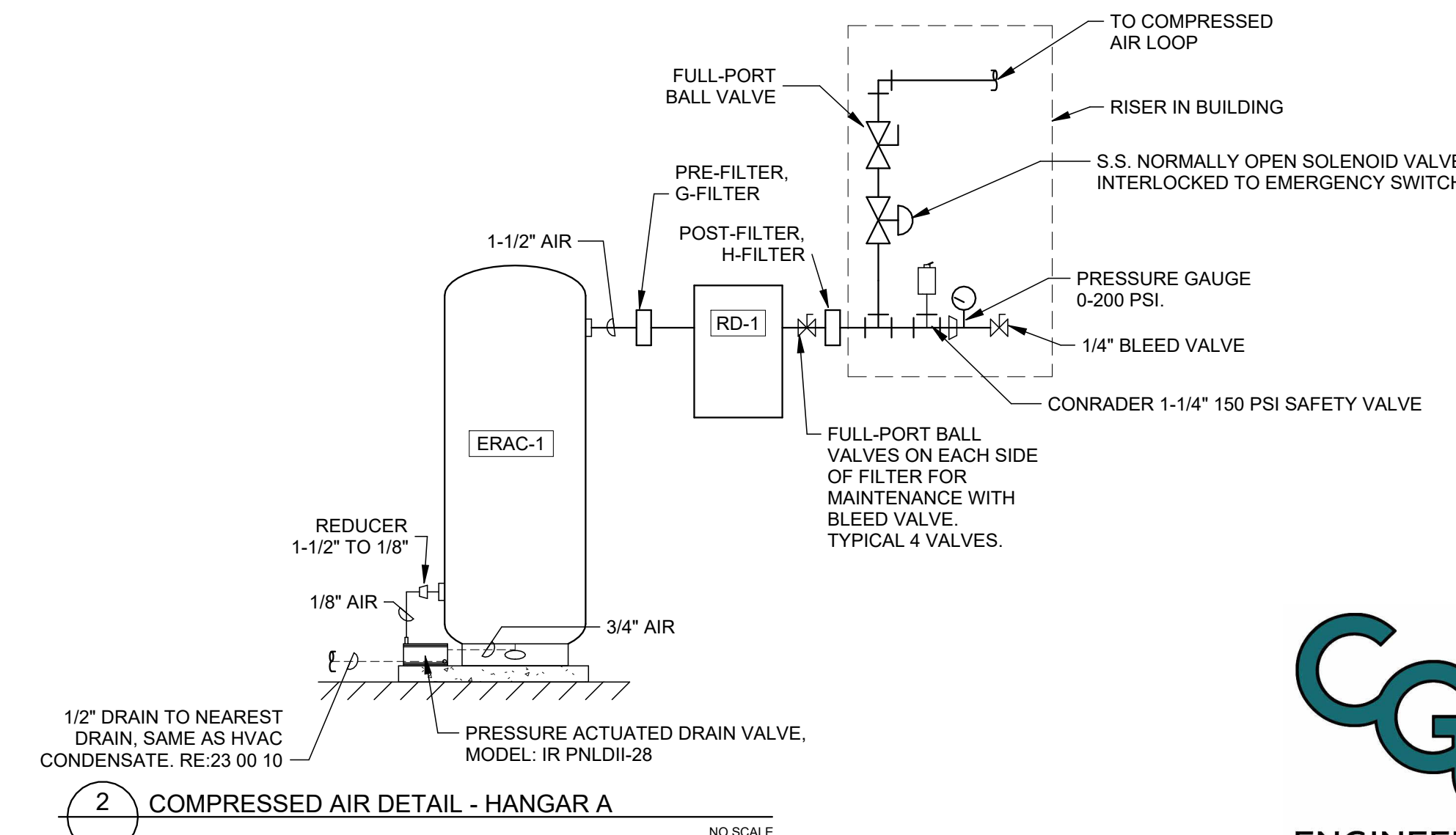


1 PLUMBING PLAN - HANGAR A
3/16" = 1'-0"



COMPRESSED AIR SYSTEM EQUIPMENT					
TAG	EQUIP. TYPE	P.D. / CFM	KW	ELEC. SERVICE	REMARKS
RD-1	REFRIGERATED DRYER	6.4PSI / 100CFM	1.15	115-1-60	INGERSOLL RAND DA170ITA100 REFRIGERATED DRYER, 1", OR APPROVED EQUAL ^{1,2}
ERAC-1	EXISTING COMPRESSOR	N/A	N/A	230-1-60	EXISTING INGERSOLL RAND CBV303439, 80 GAL.

NOTE: REFER TO MECHANICAL SPECIFICATIONS FOR MORE INFORMATION ON COMPRESSED AIR EQUIPMENT
NOTES AND OPTIONS:
1. PROVIDE AND INSTALL WITH PNEUMATIC ACTUATED "NO-LOSS" DRAIN VALVE IR-PNLDII-28 WITH TEST BUTTON. ROUTE DRAIN TO NEAREST DRAIN.
2. PROVIDE WITH MANUFACTURER OIL SEPARATOR ACCESSORY FOR CONDENSATE, MODEL NO. IR PSG-30



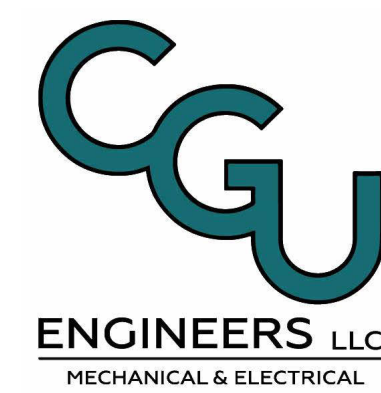
2 COMPRESSED AIR DETAIL - HANGAR A
NO SCALE

PLUMBING PLAN GENERAL NOTES

- EVERY HOSE REEL INDICATED ON WALL SHALL BE AT NO GREATER THAN 5' A.F.F. AND EQUIPPED WITH SHUTOFF VALVE AT NO GREATER THAN 6'-8" A.F.F.
- PAINT AIR PIPING WITH EPOXY PAINTING, TWO COATS OF WHITE.
- HOSE REELS SHALL BE 1/2" I.D. HOSE REELS. HR-1 SHALL BE 100' LENGTH. HR-2 SHALL BE 25' LENGTH.

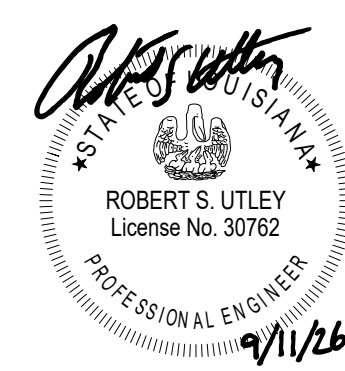
PLUMBING PLAN SPECIFIC NOTES

- PROVIDE AND INSTALL NEW COMPRESSED AIR PIPING AND ACCESSORIES. CONNECT TO EXISTING AIR COMPRESSOR.
- PROVIDE AND INSTALL EMERGENCY SHUTOFF BUTTON LABELED ACCORDINGLY. BUTTON SHALL BE IN NEMA 4 ENCLOSURE. PROVIDE AND INSTALL SOLENOID SHUTOFF VALVE IN COMPRESSED AIR PIPING INTERLOCKED TO SHUTOFF. PROVIDE POWER AS REQUIRED FROM OUTLET PROVIDED BY ELECTRICAL.
- CONNECT TO EXISTING DOMESTIC HOT AND COLD WATER AND SANITARY SEWER IN WALL. MODIFY ROUGH-INS AS NECESSARY. ROUTE NEW DOMESTIC WATER AS REQUIRED WITH NEW ANGLE STOPS.
- CONNECT TO EXISTING DOMESTIC HOT AND COLD WATER AND SANITARY SEWER IN WALL. SERVING EXISTING SINK SK-E. PROVIDE NEW ANGLE STOPS FOR NEW SINK. PROVIDE AND INSTALL INDEPENDENT MIXING VALVES.



FTCC - AVIATION MAINTENANCE - HANGAR A & B

200 AVIATION RD
HOUMA, LA 70363
FLETCHER TECHNICAL COMMUNITY COLLEGE



PROJECT NO. 25-2378
BIDDING
SEPTEMBER 11, 2026

CHECKED RSU
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PLUMBING PLAN - HANGAR A

P100



FTCC - AVIATION MAINTENANCE - HANGAR A & B

200 AVIATION RD
HOUMA, LA 70363
FLETCHER TECHNICAL COMMUNITY COLLEGE



314 E. BAYOU RD | THIBODAUX, LA
985.447.0090



PROJECT NO. 25-2378

BIDDING
SEPTEMBER 11, 2026

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PLUMBING PLAN - HANGAR B

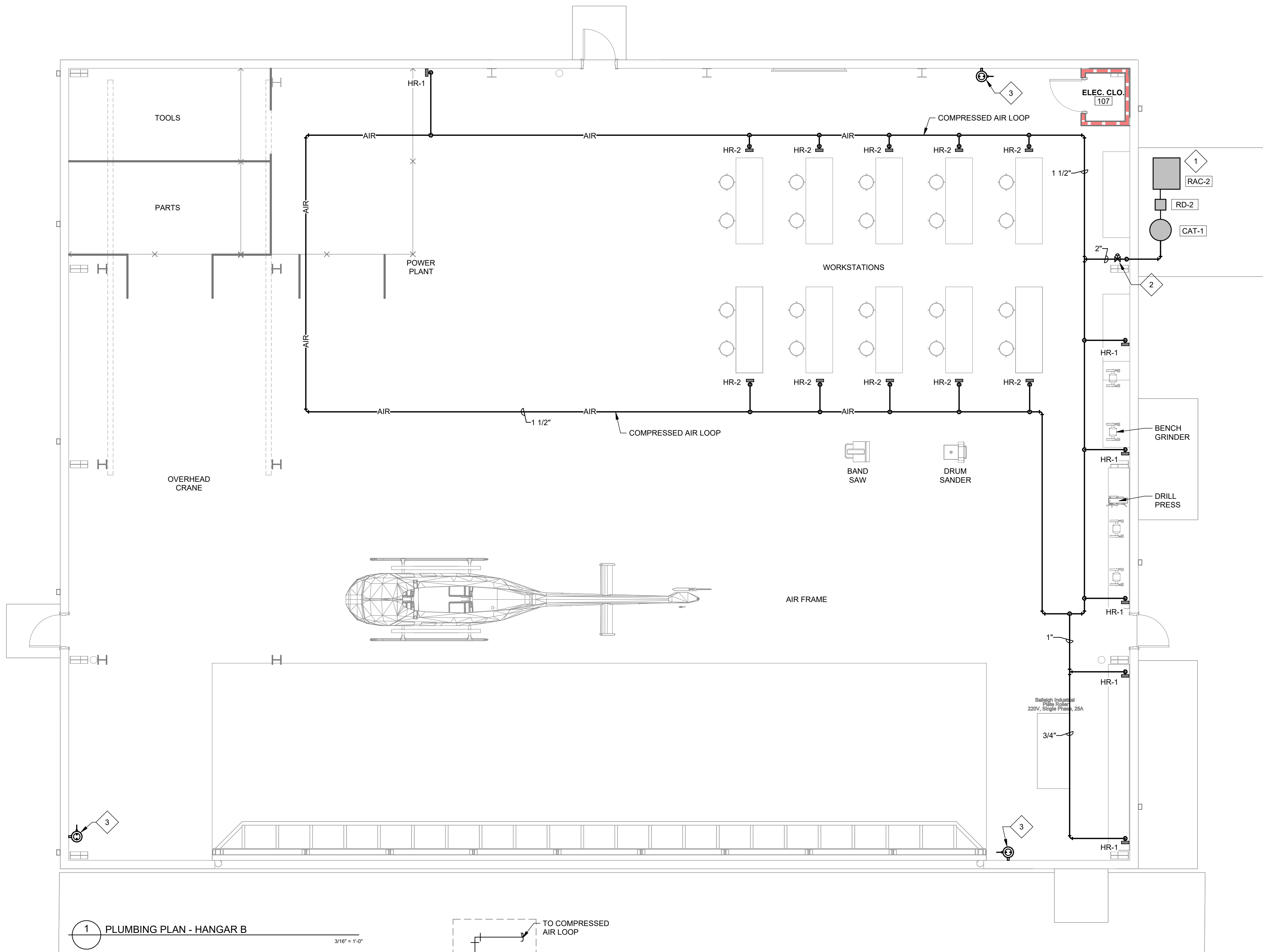
P101

PLUMBING PLAN GENERAL NOTES

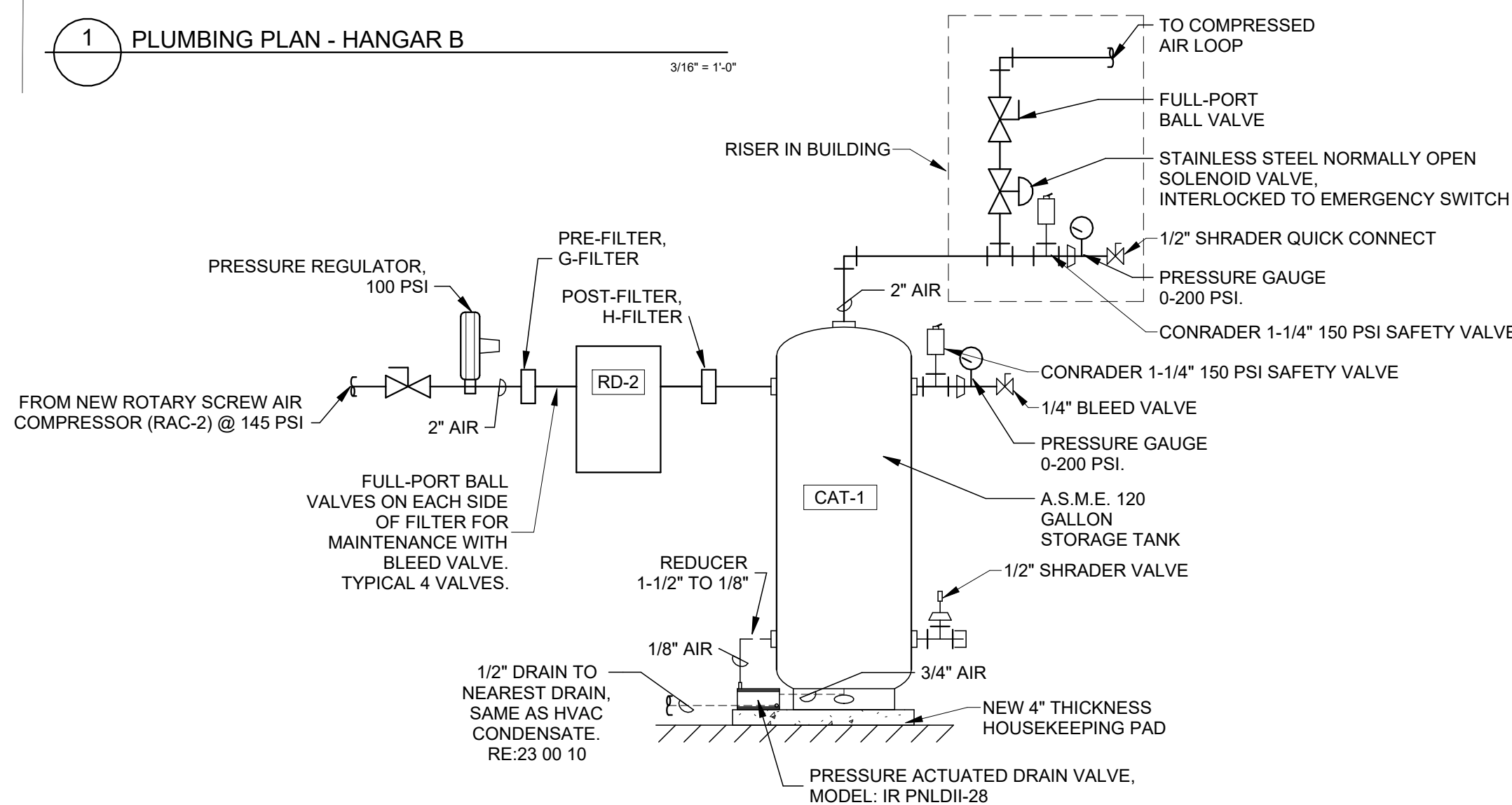
- EVERY HOSE REEL INDICATED ON WALL SHALL BE AT NO GREATER THAN 5' A.F.F. AND EQUIPPED WITH SHUTOFF VALVE AT NO GREATER THAN 6'-8" A.F.F.
- PAINT AIR PIPING WITH EPOXY PAINTING, TWO COATS OF WHITE.
- HOSE REELS SHALL BE 1/2" I.D. HOSE REELS. HR-1 SHALL BE 100' LENGTH. HR-2 SHALL BE 25' LENGTH.

PLUMBING PLAN SPECIFIC NOTES

- PROVIDE AND INSTALL NEW ROTARY SCREW AIR COMPRESSOR. INGERSOLL RAND RSA7.5-A110. EQUIP WITH FILTER, DRIER, AND OTHER ACCESSORIES. REFER TO INSTALLATION DETAIL.
- PROVIDE AND INSTALL EMERGENCY SHUTOFF BUTTON LABELED ACCORDINGLY. BUTTON SHALL BE IN NEMA 4 ENCLOSURE. PROVIDE AND INSTALL SOLENOID SHUTOFF VALVE IN COMPRESSED AIR PIPING INTERLOCKED TO SHUTOFF. PROVIDE POWER AS REQUIRED FROM OUTLET PROVIDED BY ELECTRICAL.
- STANDALONE TANK EYEWASH STATION BY OWNER IN THIS LOCATION. TYPICAL 3.



1 PLUMBING PLAN - HANGAR B



2 COMPRESSED AIR DETAIL - HANGAR B

AIR COMPRESSOR SCHEDULE

TAG	MAKE	MODEL	CAPACITY (CFM)	MAX PRESSURE	H.P.	VOLT	PHASE	HERTZ	KW	TANK SIZE	NOTES:
RAC-2	INGERSOLL RAND OR APPROVED EQUAL	R111-A125	56.1	125 PSI	15	230	3	60	11.0	120 GAL.	1

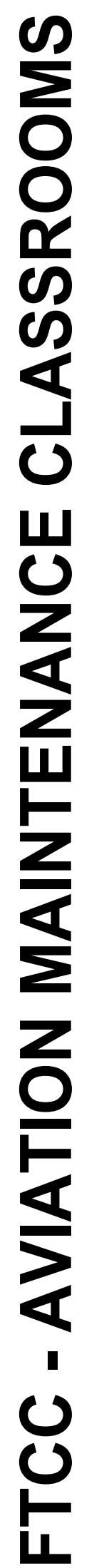
NOTES:
1. R SERIES OIL-FLOODED ROTARY SCREW COMPRESSOR.

COMPRESSED AIR SYSTEM EQUIPMENT

TAG	EQUIP. TYPE	P.D. / CFM	KW	ELEC. SERVICE	REMARKS
RD-2	REFRIGERATED DRYER	4.5PSI / 150CFM	0.85	115-1-60	INGERSOLL RAND DB255INA REFRIGERATED DRYER, 1", OR APPROVED EQUAL ^{1, 2}
CAT-1	WET TANK	1135	-	-	INGERSOLL RAND 500 GALLON RECEIVER WET TANK ¹

NOTE: REFER TO MECHANICAL SPECIFICATIONS FOR MORE INFORMATION ON COMPRESSED AIR EQUIPMENT
NOTES AND OPTIONS:
1. PROVIDE AND INSTALL WITH PNEUMATIC ACTUATED "NO-LOSS" DRAIN VALVE IR-PNLDI-28 WITH TEST BUTTON. ROUTE DRAIN TO NEAREST DRAIN.
2. PROVIDE WITH MANUFACTURER OIL SEPARATOR ACCESSORY FOR CONDENSATE. MODEL NO. IR PSG-30





10204 EAST MAIN STREET
HOUMA, LA 70363
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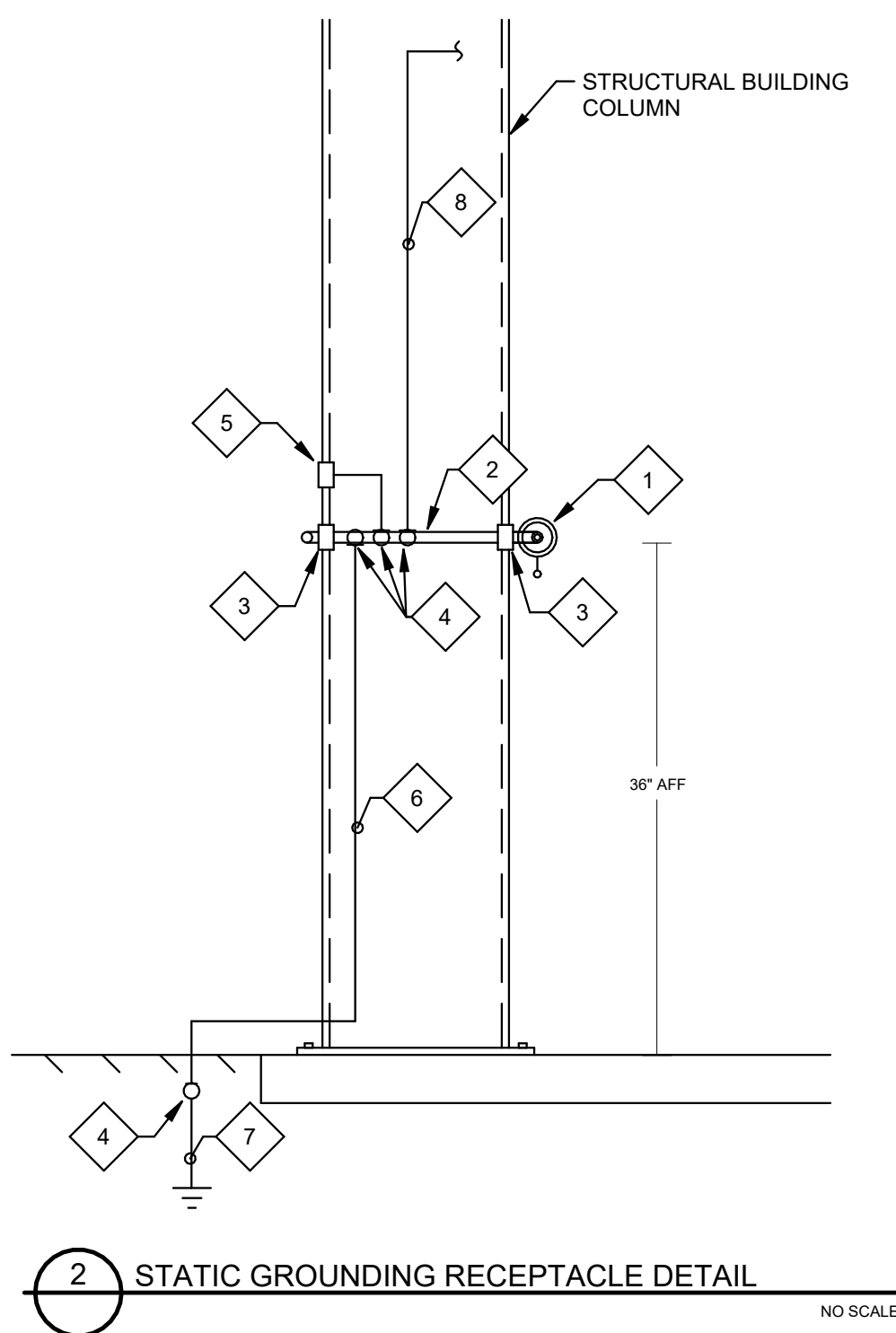
Electrical Site Plan

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3 CONDUIT BURIAL - DETAIL

NO SCALE

1. STATIC GROUNDING RECEPTACLE PIN/BALL TYPE W/ CHAIN COVER (ERICO LPC890 OR EQUAL: MOUNT ON OUTBOARD END OF HORIZONTAL GROUND ROD STUB. COUPLE RECEPTACLE TO ROD PER LISTING. RECEPTACLE SHALL ACCEPT STANDARD STATIC GROUND PLUG/CLAMP USED BY OWNER.
2. HORIZONTAL ROD STUB: CUT 3/4" COPPER-CLAD GROUND ROD 12" TO 18" LONG. DEBURR. ATTACH RECEPTACLE PER MANUFACTURER.
3. USE TWO (2) 30015T31 BEAM/PIPE CLAMPS TO MECHANICALLY FASTEN THE ROD STUB TO THE COLUMN FLANGE. CLAMPS ARE MECHANICAL SUPPORT ONLY.
4. LISTED BRONZE ACORN / ROD CLAMPS. DIRECT-BURIAL TYPE WHERE BELOW GRADE.
5. #4 BARE COPPER CONDUCTOR TO STEEL COLUMN. ATTACH WITH LISTED BRONZE STRUCTURAL-STEEL / BEAM GROUND CLAMP. REMOVE PAINT, RUST, AND MILL SCALE TO BRIGHT METAL AT CONTACT. COAT JOINT WITH LISTED OXIDE-INHIBITING COMPOUND AFTER TORQUE.
6. CABLE TO DRIVEN ELECTRODE: LISTED BRONZE CLAMP ON ROD STUB. ROUTE #4 CU OUT OF BUILDING (SLEEVE THRU WALL W/ SEALANT). CLAMP TO DRIVEN 3/4" X 10' ELECTRODE WITH UL 467 DIRECT-BURIAL CLAMP.
7. 3/4" X 10' COPPER-CLAD DRIVEN GROUND ROD (SUPPLEMENTAL).
8. CABLE TO NEXT STATIC RECEPTACLE. CONTINUE #4 CU TO THE NEXT COLUMN-MOUNTED RECEPTACLE ASSEMBLY. MAINTAIN CONTINUOUS METALLIC PATH. DO NOT SPlice; USE LISTED CLAMPS OR IRREVERSIBLE CONNECTORS. BOND TO MAIN GROUNDING ELECTRODE SYSTEM.



2 STATIC GROUNDING RECEPTACLE DETAIL

1 ELECTRICAL SITE PLAN

1" = 20'-0"

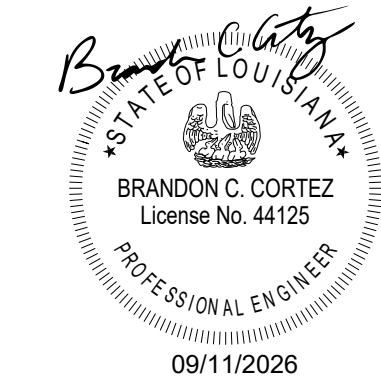


FTCC - AVIATION MAINTENANCE CLASSROOMS

10264 EAST MAIN STREET
HOUMA, LA 70363
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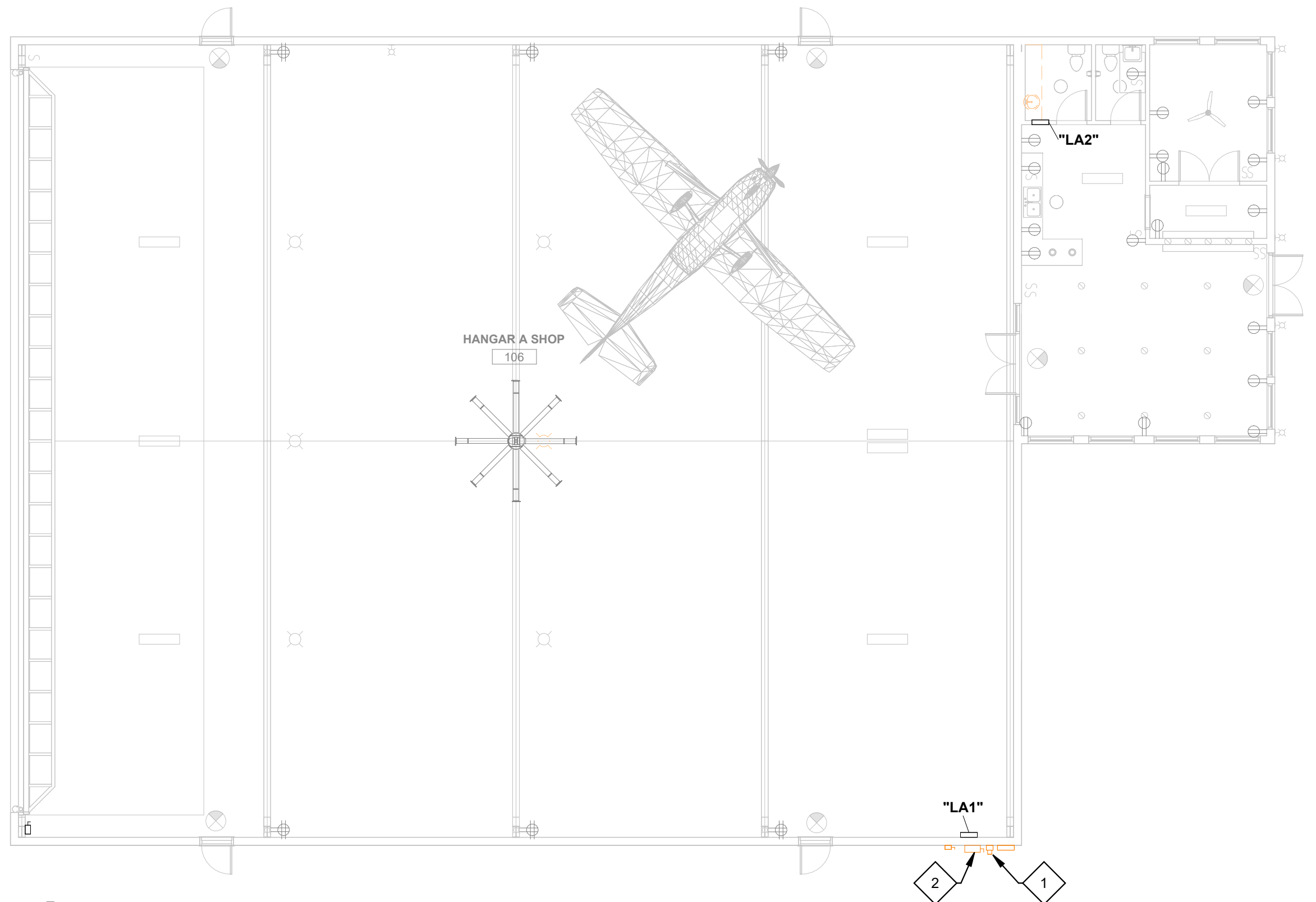


PROJECT NO. 25-2378

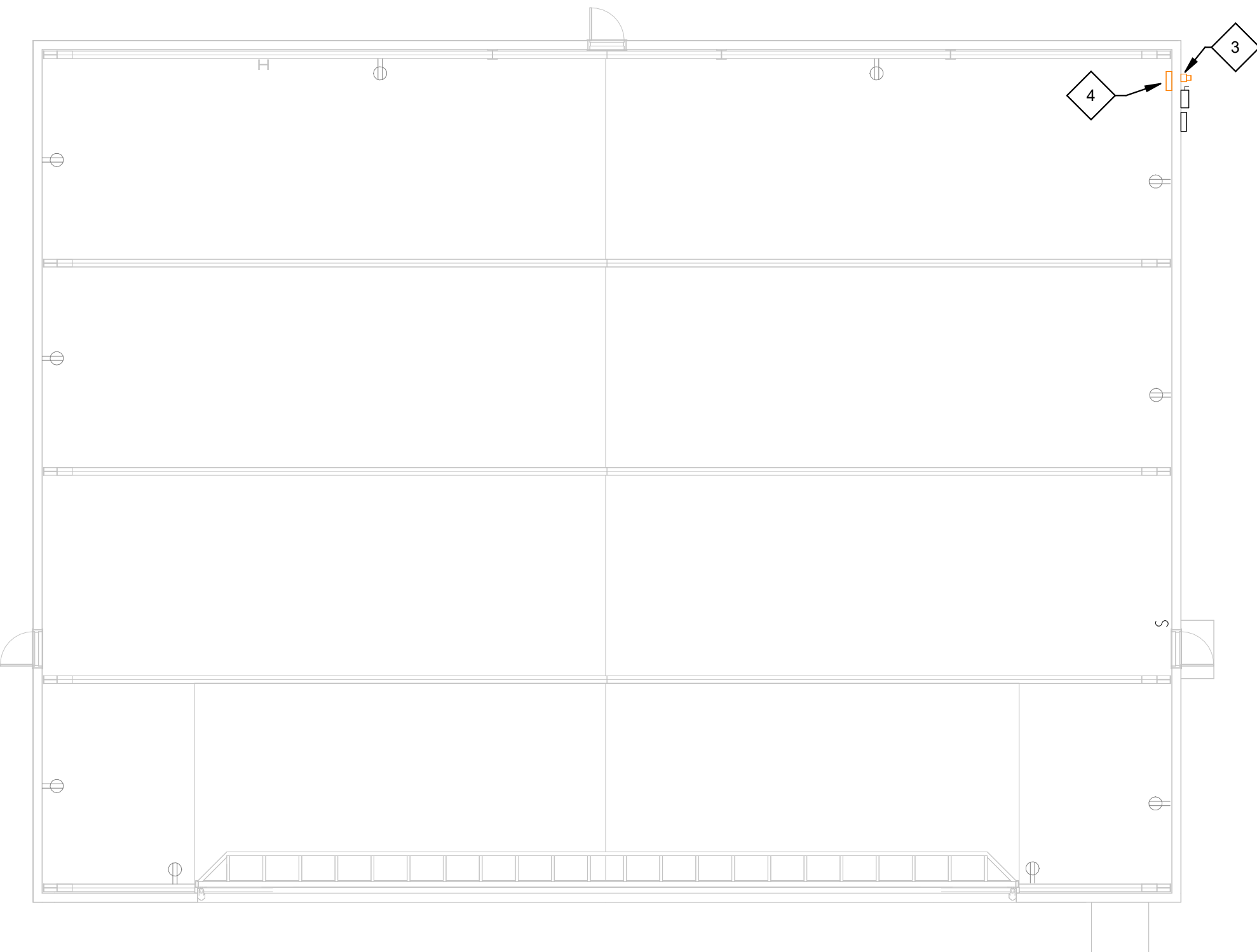
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SEPTEMBER 9, 2026

CHECKED BCC
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ELEC - FLOOR PLAN - HANGER A
& B - DEMO

E201



2 ELECTRICAL DEMO PLAN - HANGER A
3/32" = 1'-0"



1 ELECTRICAL DEMO PLAN - HANGER B
3/32" = 1'-0"

GENERAL NOTES

- DEMOLITION DRAWINGS ARE DIAGRAMMATIC AND BASED ON AVAILABLE RECORD DOCUMENTS AND LIMITED FIELD OBSERVATION. CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING CONDITIONS, CIRCUITING, ROUTING, AND EXTENTS OF WORK PRIOR TO BIDDING AND PRIOR TO START OF DEMOLITION.
- REMOVE ALL ELECTRICAL EQUIPMENT, DEVICES, LUMINARIES, CONTROLS, RACEWAYS, BOXES, SUPPORTS, AND CONDUCTORS INDICATED FOR DEMOLITION, AND ALL ASSOCIATED WORK REQUIRED TO ACCOMMODATE NEW CONSTRUCTION.
- REMOVE EXPOSED ABANDONED CONDUIT.
- DISCONNECT AND REMOVE ELECTRICAL DEVICES AND EQUIPMENT SERVING UTILIZATION EQUIPMENT THAT IS DEMOLISHED. DISCONNECT POWER TO EQUIPMENT BEING REMOVED; REMOVE ASSOCIATED DISCONNECTS, RACEWAY, AND CONDUCTORS BACK TO SOURCE.
- MAINTAIN EXISTING ELECTRICAL SERVICE AND OTHER SYSTEMS IN OPERATION UNTIL NEW SYSTEMS ARE COMPLETE AND READY FOR CUTOVER. DISABLE SYSTEMS ONLY AS REQUIRED FOR SWITCHOVER. MINIMIZE OUTAGE DURATION. COORDINATE OUTAGES WITH UTILITY AND OWNER.
- PROTECT EXISTING ELECTRICAL SYSTEMS, EQUIPMENT, AND FINISHES TO REMAIN. REPAIR OR REPLACE ITEMS DAMAGED BY DEMOLITION OPERATIONS AT NO ADDITIONAL COST TO THE OWNER.
- CAP, PLUG, OR FIRESTOP ABANDONED RACEWAYS AT BOTH ENDS. DO NOT LEAVE OPEN CONDUITS, WHERE RACEWAYS PASS THROUGH FIRE-RATED ASSEMBLIES, RESTORE RATINGS WITH APPROVED FIRESTOPPING.
- RELOCATE, REROUTE, OR EXTEND EXISTING INSTALLATIONS AS REQUIRED TO ACCOMMODATE NEW CONSTRUCTION, EVEN IF NOT SPECIFICALLY SHOWN, WHEN THOSE INSTALLATIONS SERVE REMAINING EQUIPMENT.
- INVENTORY AFFECTED PANELBOARDS. PREPARE UPDATED TYPED DIRECTORIES AFTER DEMOLITION. IDENTIFY UNLABELED CIRCUITS. DO NOT LEAVE ABANDONED CIRCUITS IN SERVICE.
- ITEMS DESIGNATED FOR SALVAGE SHALL BE CAREFULLY REMOVED, PROTECTED, AND TURNED OVER TO THE OWNER AT A DESIGNATED LOCATION. ALL OTHER DEMOLISHED ELECTRICAL MATERIALS SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF.
- COORDINATE ELECTRICAL DEMOLITION WITH ARCHITECTURAL, MECHANICAL, AND GENERAL DEMOLITION SO THAT ELECTRICAL SYSTEMS ARE MADE SAFE BEFORE OTHER TRADES BEGIN DEMOLITION. DO NOT LEAVE LIVE CIRCUITS IN DEMOLISHED CONSTRUCTION.
- AFTER DEMOLITION, RESTORE DISTURBED FINISHES, FIRESTOPPING, AND PENETRATIONS. VERIFY THAT LIGHTING, POWER, AND LIFE-SAFETY SYSTEMS SERVING AREAS OUTSIDE THE WORK REMAIN FULLY OPERATIONAL.

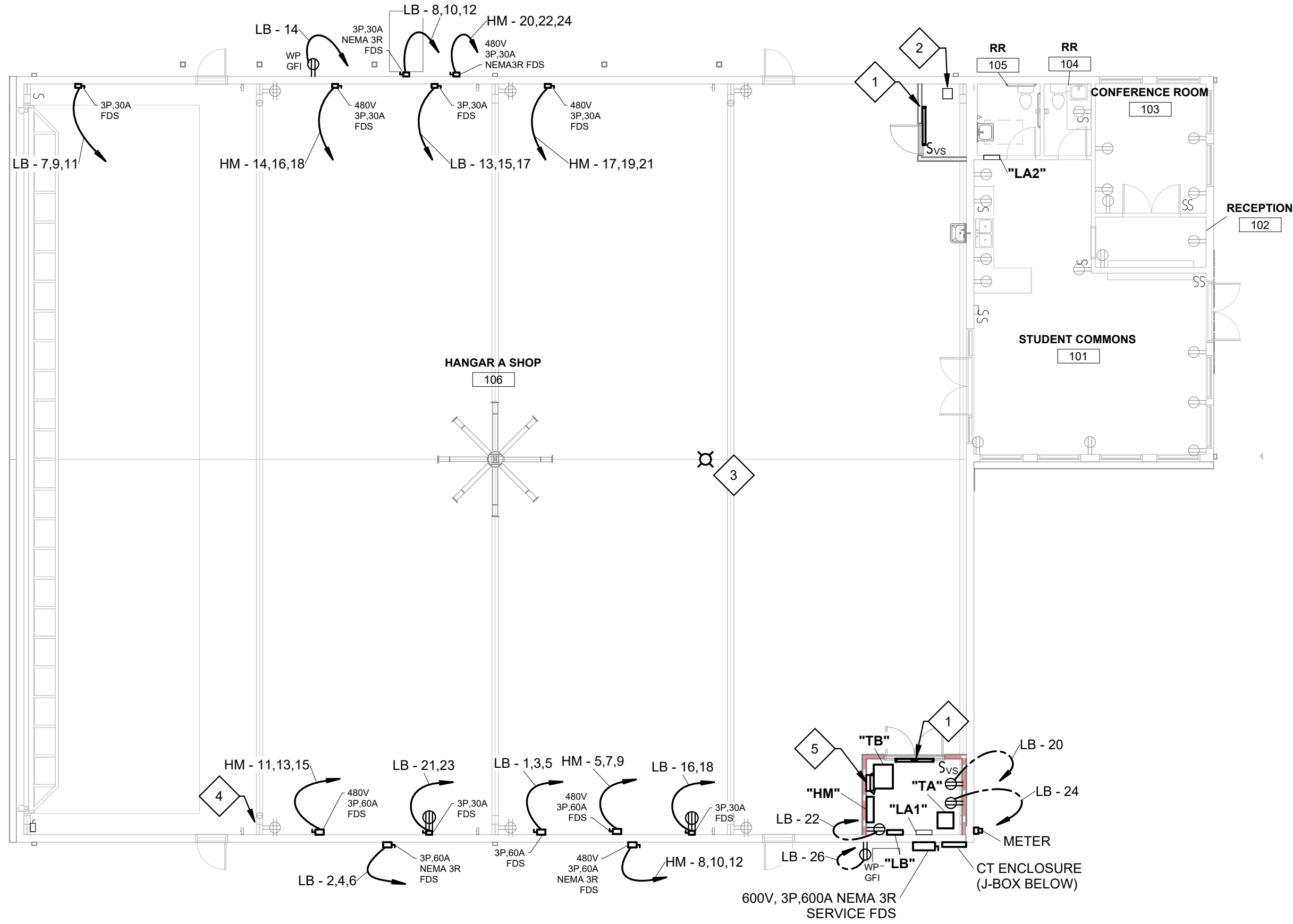
SPECIFIC NOTES

- DISCONNECT AND REMOVE EXISTING ELECTRICAL SERVICE INSTALLATION.
- DISCONNECT AND REMOVE EXISTING PHOTOVOLTAIC TAP PANEL AND DISCONNECTING MEANS.
- DISCONNECT AND REMOVE EXISTING METER ENCLOSURE. PREPARE FOR REPLACEMENT.
- DISCONNECT AND REMOVE EXISTING PANELBOARD. PREPARE FOR REPLACEMENT.

Panel: HM													
Location:					Volts: 480/277 Wye					A.I.C. Rating: 65kA			
Supply From:					Phases: 3					Mains Type: 600A MCB			
Mounting: Surface					Wires: 4					Mains Rating: 600 A			
Enclosure: Type 1													
CKT	Circuit Description	Trip	Pole	Wire Size	A	B	C	Wire Size	Pole	Trip	Circuit Description	CKT	
1,3	Panel "LA1" thru xfmr "TA"	125 A	2	#1	9400	17447		#2/0	3	175 A	Panel "LB" thru xfmr "TB"	2,4,6	
--	--	--	--	--	--	7000	16067	--	--	--	--	--	
5,7,9	Future Equipment	60 A	3	#6		8867	8867			60 A	Future Equipment	8,10,12	
--	--	--	--	--	--	8867	8867			--	--	--	
11,13,15	Future Equipment	60 A	3	#6		8867	8867			--	--	--	
--	--	--	--	--	--	8867	5000			--	--	--	
17,19,21	Future Equipment	30 A	3	#10		8867	5000			30 A	Future Equipment	14,16,18	
--	--	--	--	--	--	5000	5000			--	--	--	
23,25,27	Spare	30 A	3	--		5000	5000			30 A	Future Equipment	20,22,24	
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29						0						26	
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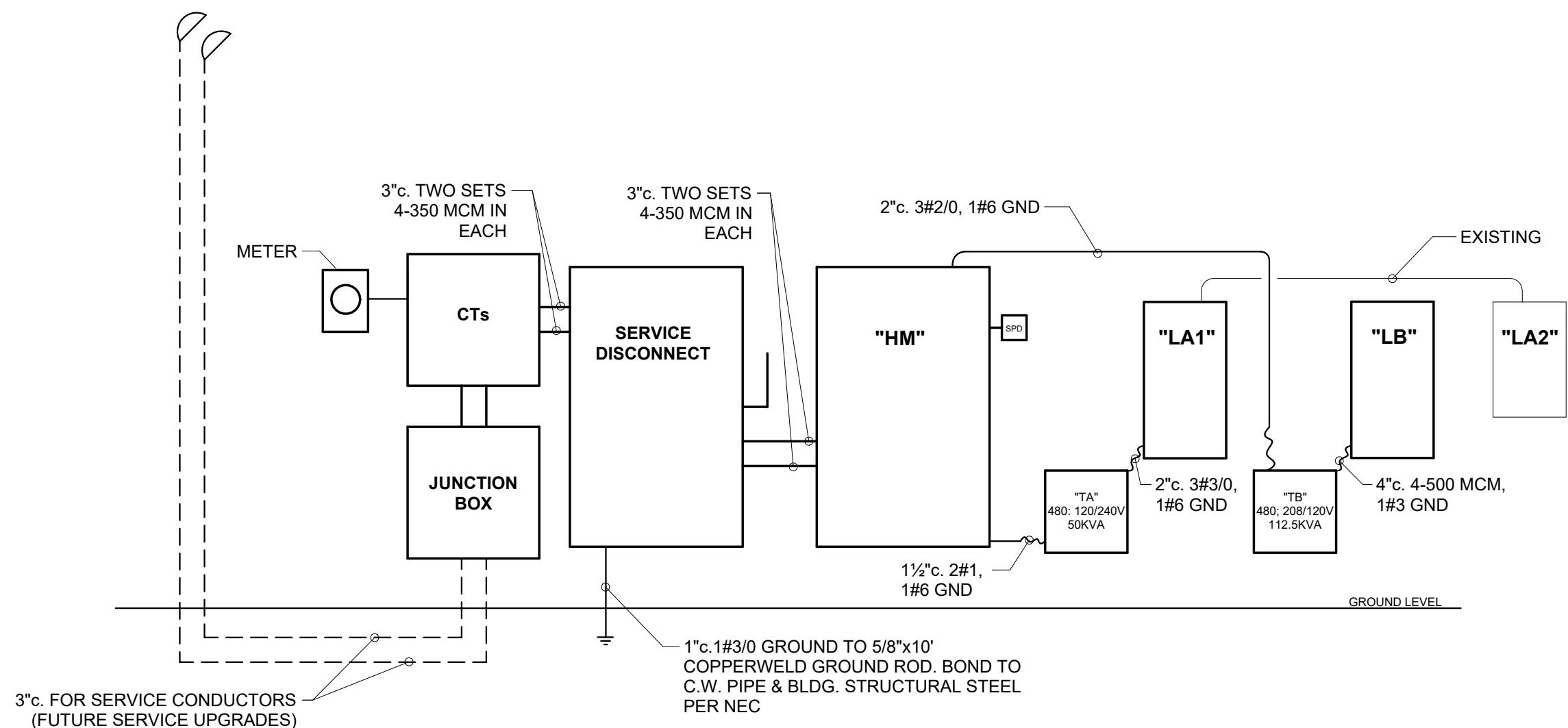
Panel: LA1 (EXISTING)													
Location:					Volts: 120/240 Single					A.I.C. Rating: --			
Supply From:					Phases: 1					Mains Type: MLO			
Mounting: Surface					Wires: 3					Mains Rating: 200 A			
Enclosure: Type 1													
CKT	Circuit Description	Trip	Pole	Wire Size	A		B		Wire Size	Pole	Trip	Circuit Description	CKT
1,3	Overhead Door	60 A	2	--	3500	720			--	1	20 A	Recep - Right Mid	2
--	--	--	--	--			3500	720	--	1	20 A	Recep - Left Front	4
5	Rear Left Spot	20 A	1	--	120	720			--	1	20 A	Recep - Left Mid	6
7	Rear Right Spot	20 A	1	--			120	720	--	1	20 A	Recep - Right Front	8
9	(I)	20 A	1	--	180	300			--	2	20 A	Mid Overhead Light	10,12
11	(I)	20 A	1	--			180	300	--	--	--	--	
13	Bathroom Light	20 A	1	--	60	300			--	2	20 A	Front Overhead Light	14,16
15	Hot Water Heater	20 A	1	--			1000	300	--	--	--	--	
17	Ext. GFI	20 A	1	--	180	300			--	2	20 A	Rear Overhead Light	18,20
19,21	Air Compressor	50 A	2	--			3000	300	--	--	--	--	
--	--	--	--	--	3000	2160			--	2	30 A	Office	22,24
23	Spare	20 A	1	--			0	2160	--	--	--	--	
25	Front Outside Flood Light	20 A	1	--	120	4200			--	2	100 A	Panel "A2"	26,28
27,29	(I)	20 A	2	--			180	4200	--	--	--	--	
--	--	--	--	--	300	1200			--	2	20 A	HVLS Fan	30,32
31								1200	--	--	--	--	34
33													36
35													38
37													40
39													
Total Load:					17360 VA		17880 VA						
Total Amps:					145 A		149 A						
Legend/Notes:													
(I) Identify & Label													

Panel: LB													
Location:					Volts: 120/208 Wye					A.I.C. Rating: 18kA			
Supply From: TB					Phases: 3					Mains Type: 400A MCB			
Mounting: Surface					Wires: 4					Mains Rating: 400 A			
Enclosure: Type 1													
CKT	Circuit Description	Trip	Pole	Wire Size	A	B	C	Wire Size	Pole	Trip	Circuit Description	CKT	
1,3,5	Future Equipment	60 A	3	#6	3843	3843		#6	3	60 A	Future Equipment	2,4,6	
--	--	--	--	--	--	3843	3843	--	--	--	--	--	
7,9,11	Future Equipment	30 A	3	#10	2167	2167		#10	3	30 A	Future Equipment	8,10,12	
--	--	--	--	--	--	2167	2167	--	--	--	--	--	
13,15,17	Future Equipment	30 A	3	#10	2167	1080		#12	1	20 A	Tow Tractor Charger	14	
--	--	--	--	--	--	2167	1200	#12	2	20 A	GSE Charger	16,18	
19	Elec & Jan. Closet	20 A	1	#12	500	180		#12	1	20 A	Fire Alarm Control Panel	20	
21,23	Dual Elec Sys. Trainer	20 A	2	#12	500	180		#12	1	20 A	Recep - Elec Room	22	
--	--	--	--	--	--	500	180	#12	1	20 A	Intrusion Alarm Panel	24	
25	Space	--	1	--	1500			#12	1	20 A	Dryer - Compressed Air	26	
27	Space	--	1	--	--	0		--	1	20 A	Spare	28	
29	Space	--	1	--	--	--	0	--	1	20 A	Spare	30	
31	Space	--	1	--	0			--	1	20 A	Spare	32	
33	Space	--	1	--	--	0		--	1	20 A	Spare	34	
35	Space	--	1	--	--	0		--	1	20 A	Spare	36	
37	Space	--	1	--	0			--	1	20 A	Spare	38	
39	Space	--	1	--	--	0		--	1	20 A	Spare	40	
41	Space	--	1	--	--	--	0	--	1	20 A	Spare	42	
Total Load:					17447 VA		16067 VA		16067 VA				
Total Amps:					145 A		134 A		134 A				
Legend/Notes:													



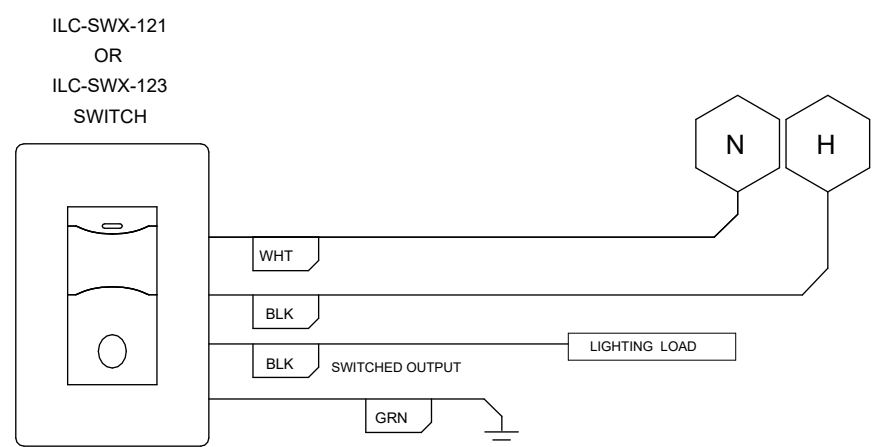
1 ELECTRICAL FLOOR PLAN - HANGER A

3/32" = 1'-0"



2 RISER DIAGRAM - HANGER A

NO SCALE



3 WALLBOX OCC/VAC SENSOR DETAIL

NO SCALE

SPECIFIC NOTES

1. PROVIDE NEW FUSIBLE DISCONNECT SWITCHES WHERE SHOWN ON PLAN.

SPECIFIC NOTES

- 1 PROVIDE METALLUX 4SNX-90HL-LW-UNV-L840-CD1 OR EQUAL WALL MOUNTED ABOVE DOOR. CONNECT TO CIRCUIT LB-19. REFER TO WALLBOX SENSOR DETAIL FOR LINE VOLTAGE LIGHTING CONTROL.
- 2 PROVIDE 1P,15A MOTOR RATED TOGGLE SWITCH FOR LOCAL DISCONNECTING MEANS TO EXHAUST FAN. CONNECT TO CIRCUIT LB-19.
- 3 RELOCATE EXISTING HIGH BAY LIGHTING FIXTURE OUT FROM BEHIND HVLS FAN. EXTEND EXISTING CONDUIT/CONDUCTORS AS REQUIRED.
- 4 SWAP LIGHTING SWITCHES AT THIS LOCATION TO MATCH FUNCTION OF OTHER GANGED SWITCHED.
- 5 PROVIDE SURE-LITES SEL25SD OR EQUAL, WALL MOUNTED AT 7.5' AFF. CONNECT TO UNSWITCHED CIRCUIT LB-19.

FTCC - AVIATION MAINTENANCE CLASSROOMS

10264 EAST MAIN STREET
HOUMA, LA 70363
FLETCHER TECHNICAL COMMUNITY COLLEGE



314 E. BAYOU RD | THIBODAUX, LA
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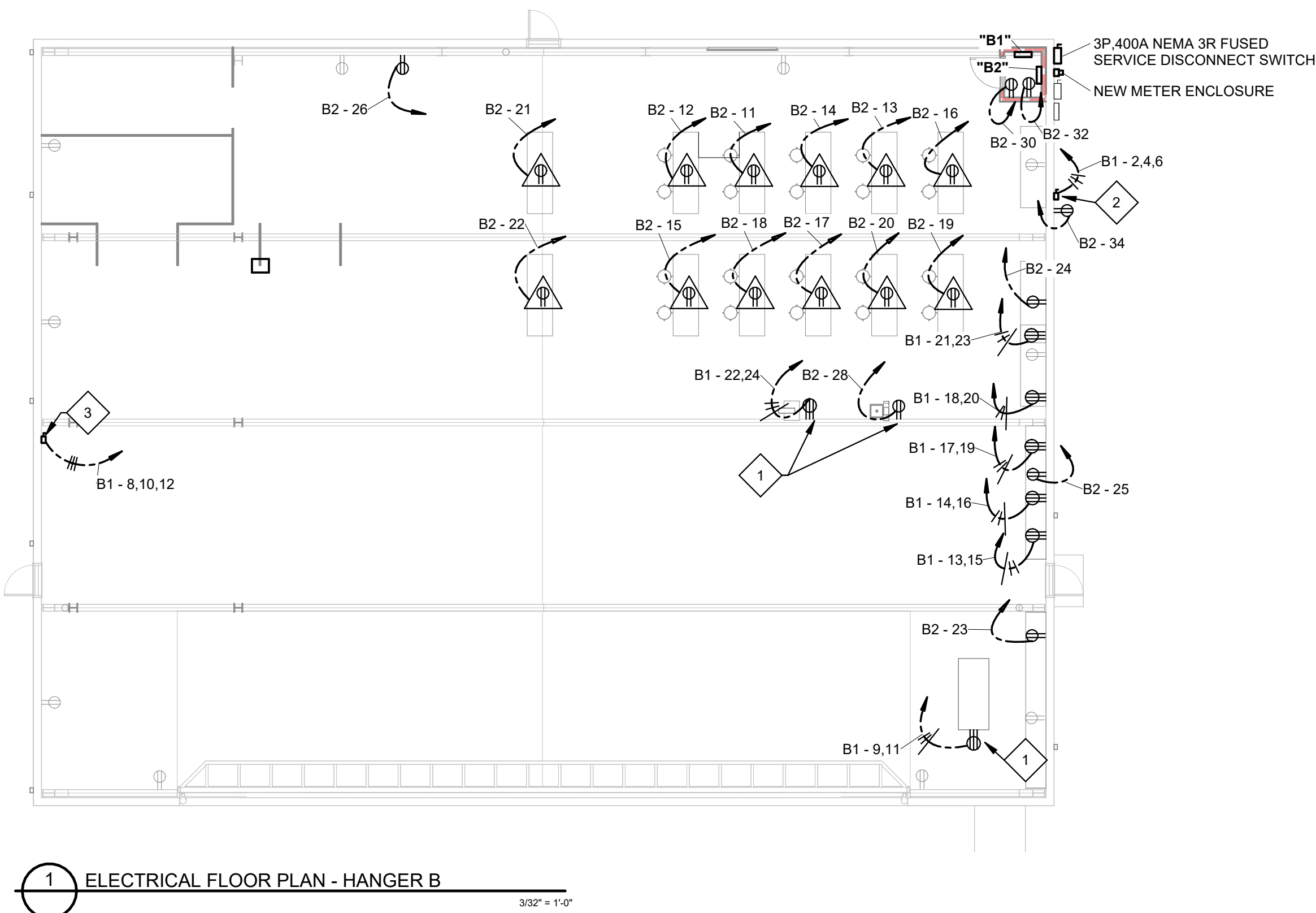
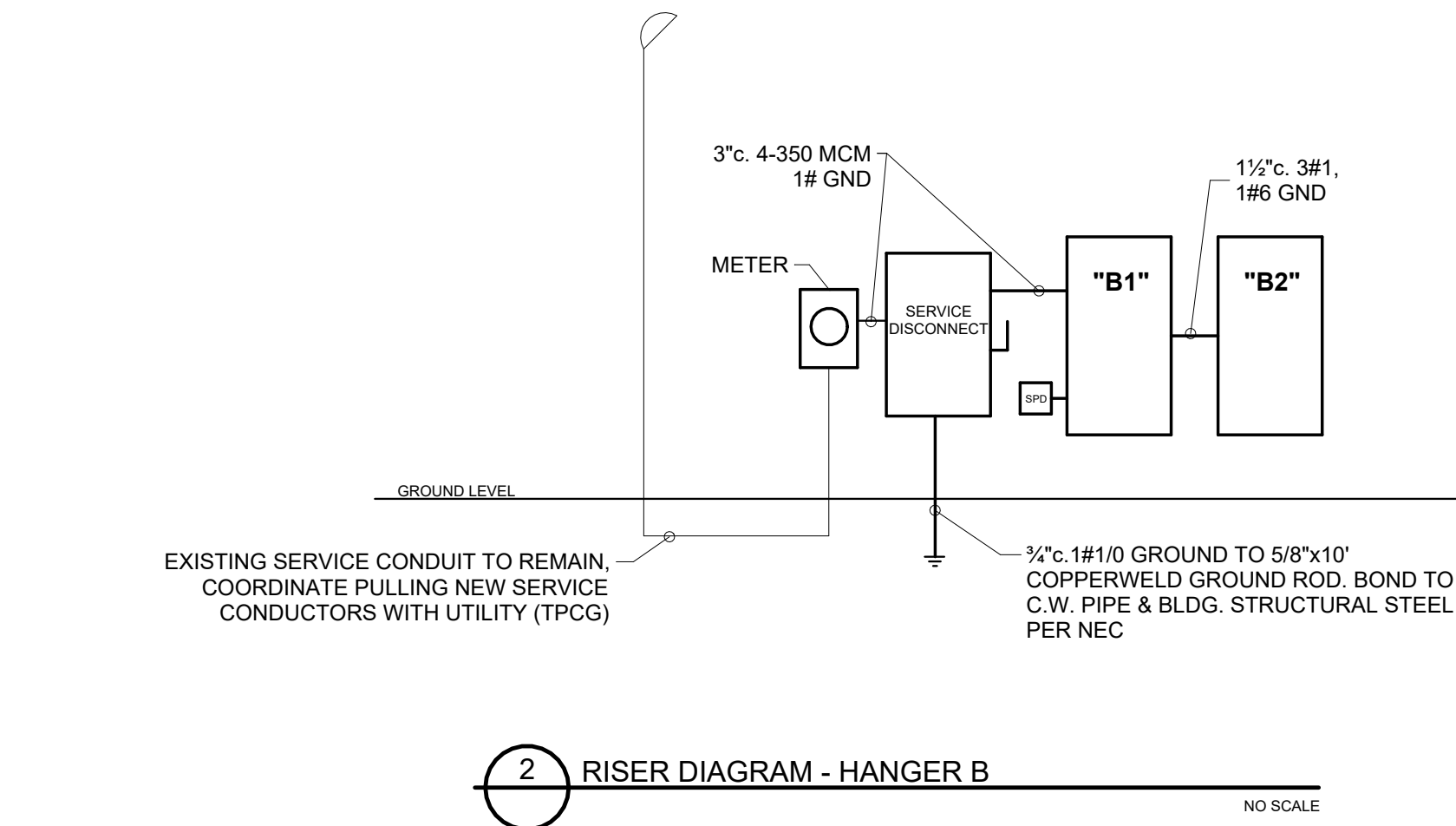
PROJECT NO. 25-2378

100% BIDDING DOCUMENTS
SEPTEMBER 9, 2026

CHECKED BCC
DRAWN BY SSF

ELECTRICAL FLOOR PLAN -
HANGER A

E301



Panel: B1															
Location:					Volts: 120/240 D					A.I.C. Rating: 18kA					
Supply From:					Phases: 3					Mains Type: 300A MCB					
Mounting: Recessed					Wires: 4					Mains Rating: 400 A					
Enclosure: Type 1															
CKT	Circuit Description	Trip	Pole	Wire Size	A		B		C		Wire Size	Pole	Trip	Circuit Description	CKT
1,3	(E) AC	100 A	2	-	7060	5577					#3	3	125 A	Air Compressor	2,4,6
--	--	--	--	--			7060	5577			--	--	--		
5,7	Panel "B2"	125 A	2	#1					7460	5577		--	--		
--	--	--	--	--	6320	3880					#6	3	60 A	Bridge Crane	8,10,12
9,11	Plate Roller	25 A	2	#12			1800	3880			--	--	--		
--	--	--	--	--					1800	3880	--	--	--		
13,15	Bench Grinder	20 A	2	#12	500	500					#12	2	20 A	Bench Grinder	14,16
--	--	--	--	--			500	500			--	--	--		
17,19	Drill Press	20 A	2	#12					1500	500	#12	2	20 A	Bench Grinder	18,20
--	--	--	--	--	1500	500					--	--	--		
21,23	Bench Grinder	20 A	2	#12			500	1440			#12	2	20 A	Band Saw	22,24
--	--	--	--	--					500	1440	--	--	--		
25,27	Spare	20 A	2	--	0						--	--	--		
--	--	--	--	--			0				--	--	--		
29															26
31															28
33															30
35															32
37															34
39															36
41															38
															40
															42
Total Load:					25837 VA		21257 VA		22657 VA						
Total Amps:					215 A		177 A		189 A						
Legend/Notes:															
(E) Existing branch circuit. Extend existing conductors to new panel location as required.															

Panel: B2															
Location:					Volts: 120/240 Single					A.I.C. Rating: 18kA					
Supply From: B1					Phases: 1					Mains Type: MLO					
Mounting: Surface					Wires: 3					Mains Rating: 200 A					
Enclosure: Type 1															
CKT	Circuit Description	Trip	Pole	Wire Size	A				C		Wire Size	Pole	Trip	Circuit Description	CKT
1	(E) Recepts	20 A	1	#12	720	180					#12	1	20 A	(E) Lighting Contactor	2
3	(E) Recepts	20 A	1	#12					720	360	#12	1	20 A	(E) Recepts	4
5	(E) Lights	20 A	1	#12	900	900					#12	1	20 A	(E) Lights	6
7	(E) Lights	20 A	1	#12					900	900	#12	1	20 A	(E) Lights	8
9	Spare	20 A	1	-	0	0					#12	1	20 A	(E) Gate	10
11	Cord Reels - Airframe Lab	20 A	1	#12					180	180	#12	1	20 A	Cord Reels - Airframe Lab	12
13	Cord Reels - Airframe Lab	20 A	1	#12	180	180					#12	1	20 A	Cord Reels - Airframe Lab	14
15	Cord Reels - Airframe Lab	20 A	1	#12					180	180	#12	1	20 A	Cord Reels - Airframe Lab	16
17	Cord Reels - Airframe Lab	20 A	1	#12	180	180					#12	1	20 A	Cord Reels - Airframe Lab	18
19	Cord Reels - Airframe Lab	20 A	1	#12					180	180	#12	1	20 A	Cord Reels - Airframe Lab	20
21	Cord Reels - Airframe Lab	20 A	1	#12	180	180					#12	1	20 A	Cord Reels - Airframe Lab	22
23	Receptacle - Airframe Lab	20 A	1	#12					180	180	#12	1	20 A	Ded. Recep - Airframe Lab	24
25	Receptacle - Workbench	20 A	1	#12	1820	180					#12	1	20 A	Ded. Recep - Airframe Lab	26
27	Spare	20 A	1					0	1820		#12	1	20 A	Drum Sander	28
29	Spare	20 A	1		0	180					#12	1	20 A	Fire Alarm Control Panel	30
31	Spare	20 A	1					0	180		#12	1	20 A	Intrusion Alarm Panel	32
33	Spare	20 A	1		0	1500					1	20 A	Dryer - Compressed Air	34	
35	Spare	20 A	1					0	0		1	20 A	Spare	36	
37	Spare	20 A	1		0	0		0	0		1	20 A	Spare	38	
39	Spare	20 A	1					0	0		1	20 A	Spare	40	
41	Spare	20 A	1		0	0					1	20 A	Spare	42	
Total Load:					7460 VA				6320 VA						
Total Amps:					62 A				53 A						
Legend/Notes:															
(E) Existing branch circuit. Extend existing conductors to new panel location as required.															

- SPECIFIC NOTES**
- 1

PROVIDE A LISTED POWER-POLE RACEWAY FROM THE STRUCTURE TO THE WIRING DEVICES SHOWN. POLE SHALL BE COMPLETE WITH FITTINGS, FOOT, TRIM, AND DEVICE PLATES. ANCHOR THE POLE AT THE FLOOR AND AT THE STRUCTURE SO IT IS RIGID AND PLUMB. COORDINATE EXACT LOCATION PRIOR TO INSTALLATION.
- 2

240V, 3P, 100A NEMA 3R FDS. FUSE PER EQUIPMENT NAMEPLATE
- 3

240V, 3P, 60A NEMA 3R FDS. FUSE PER EQUIPMENT NAMEPLATE. VERIFY LOCATION PRIOR TO ROUGH-IN.

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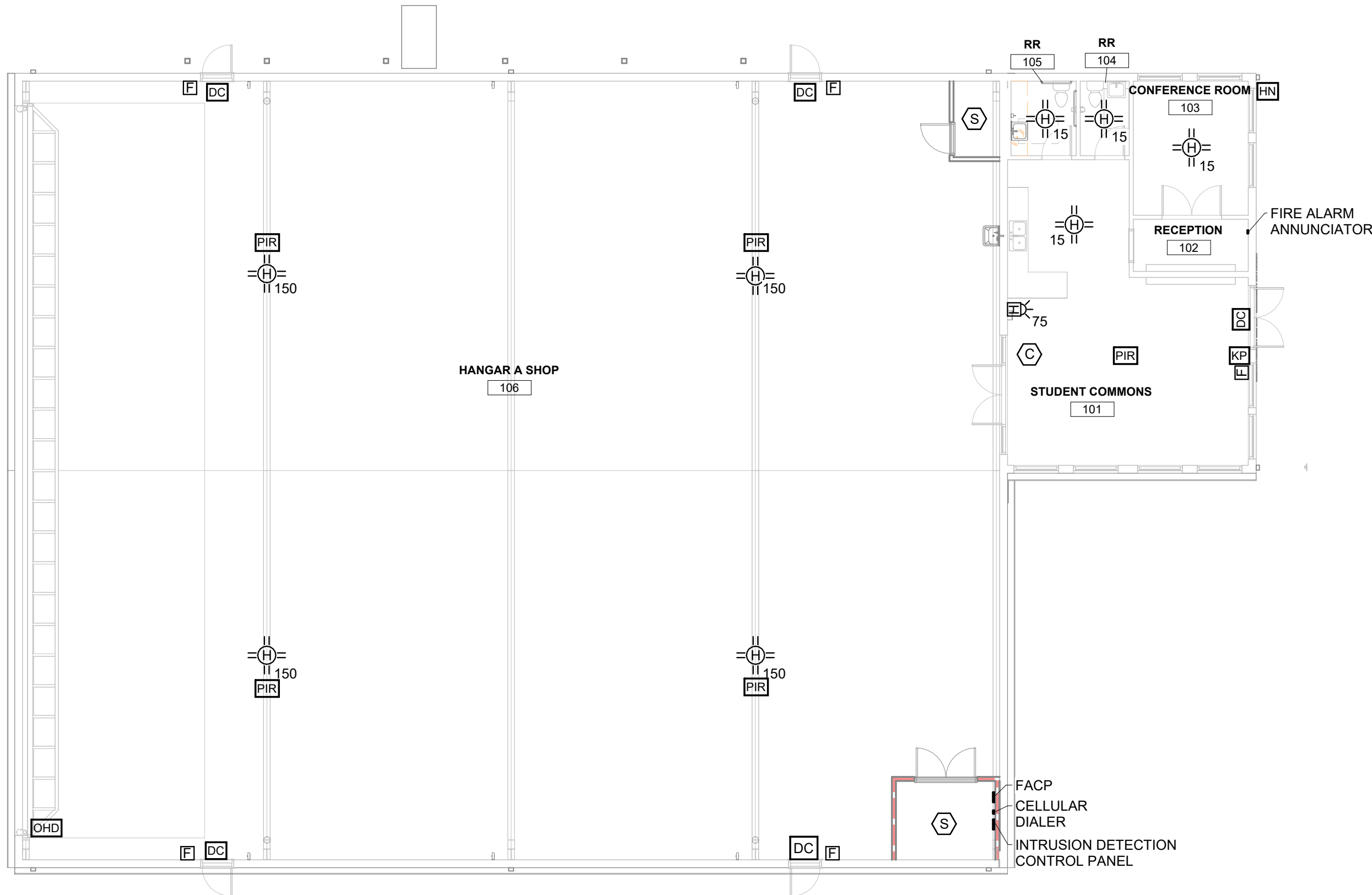
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BRANDON C. CORTEZ
License No. 44125
PROFESSIONAL ENGINEER
09/11/2026

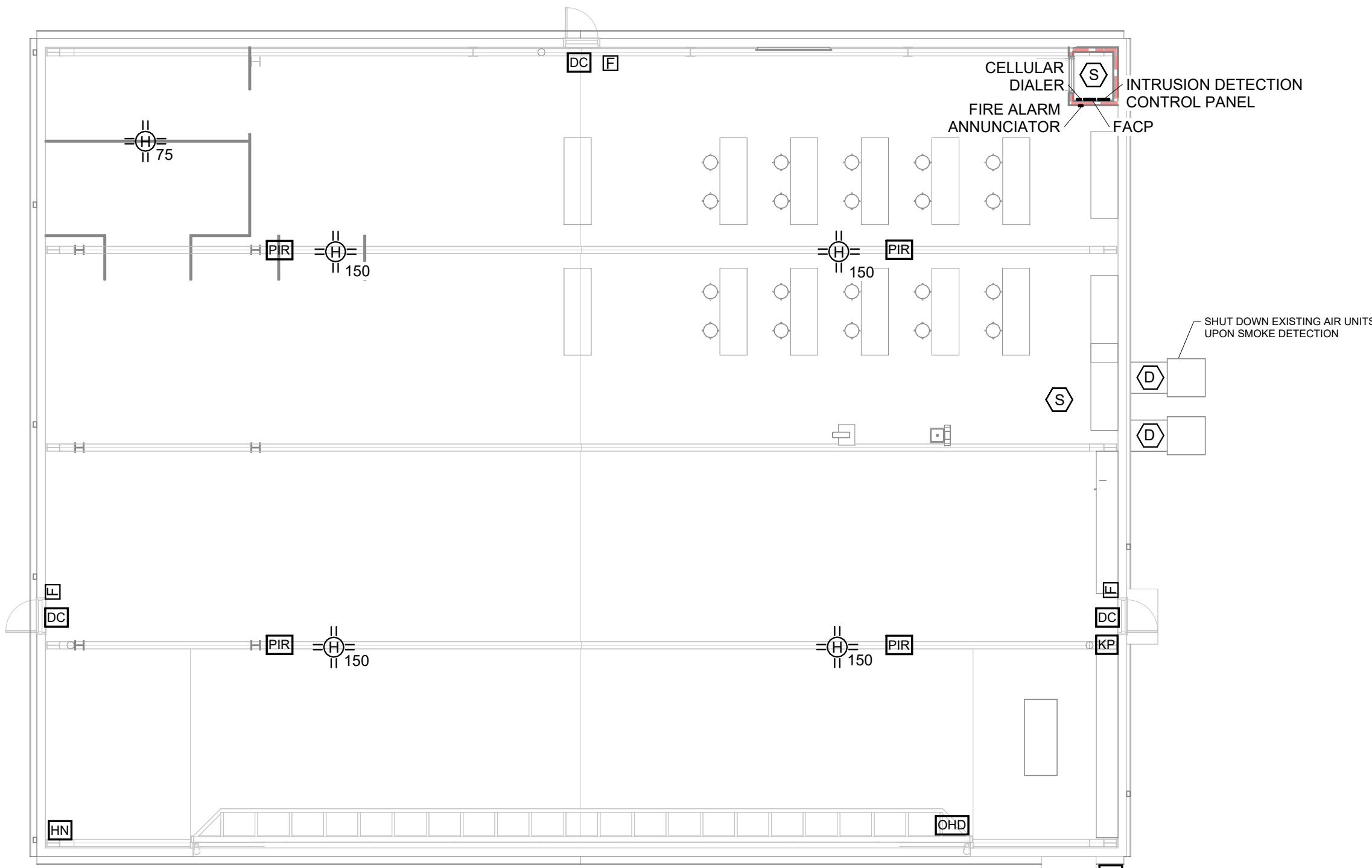
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CHECKED BCC
DRAWN BY SSF
ELECTRICAL FLOOR PLAN -
HANGER B

E302



3 SPECIAL SYSTEMS PLAN - HANGER A
3/32" = 1'-0"



1 SPECIAL SYSTEMS PLAN - HANGER B
3/32" = 1'-0"

FIRE ALARM LEGEND	
SYMBOL	DESCRIPTION
F.A.C.P.	FIRE ALARM CONTROL PANEL
F	FIRE ALARM MANUAL STATION
CD	FIRE ALARM HORN/STROBE, WALL MTD. W/ MINIMUM CANDELA
CD	FIRE ALARM HORN/STROBE, CEILING MTD. W/ MINIMUM CANDELA
S	CEILING MTD. SMOKE DETECTOR
S	COMBINATION CARBON MONOXIDE/SMOKE DETECTOR

INTRUSION DETECTION LEGEND	
SYMBOL	DESCRIPTION
KP	KEYPAD ANNUNCIATOR
PIR	PASSIVE INFRARED MOTION SENSOR
DC	SWINGING DOOR CONTACT
OHD	OVERHEAD DOOR CONTACT
LN	HORN/SIREN, EXTERIOR RATED WHERE APPLICABLE

GENERAL NOTES - FIRE ALARM

- FIRE ALARM SYSTEM SHALL BE DESIGNED, INSTALLED, TESTED, AND DOCUMENTED IN ACCORDANCE WITH MFPA 72, IBC-IFC, NEC, AND STATE FIRE MARSHAL REQUIREMENTS.
- DEVICES SHOWN ARE DIAGRAMMATIC. EXACT LOCATIONS SHALL BE COORDINATED IN THE FIELD WITH ARCHITECTURE, CEILINGS, HVAC, LIGHTING, AND OTHER TRADES. RELOCATE DEVICES AS REQUIRED TO MAINTAIN CODE SPACING AND LISTING WITHOUT ADDITIONAL COST TO THE OWNER.
- FACP AND REMOTE POWER SUPPLIES SHALL BE SERVED BY A DEDICATED 120 V BRANCH CIRCUIT. BREAKER SHALL BE RED, LOCK-ON, AND LABELED "FIRE ALARM CIRCUIT." IDENTIFY THE CIRCUIT AT THE PANEL AND INSIDE THE FACP DOOR.
- FIRE-ALARM CIRCUITS SHALL NOT SHARE RACEWAYS WITH NON-FIRE-ALARM SYSTEMS EXCEPT AS PERMITTED BY NEC.
- MANUAL PULL STATIONS: OPERABLE PART 42-48 IN. AFF AND WITHIN 5 FT OF EACH EXIT DOOR.
- WALL-MOUNTED VISIBLE NOTIFICATION APPLIANCES: BOTTOM OF LENS 80 IN. MIN. / 96 IN. MAX. AFF, OR 6 IN. BELOW CEILING, WHICHEVER IS LOWER.
- CEILING-MOUNTED DEVICES IN HIGH BAY AREAS SHALL BE RIGID PENDANT MOUNTED AT 30 FT. HEIGHT MAX.
- SMOKE DETECTORS SHALL BE INSTALLED NOT LESS THAN 3 FT. FROM SUPPLY/RETURN DIFFUSERS AND NOT CLOSER THAN 12 IN. TO LIGHT FIXTURES. COORDINATE WITH OTHER TRADES.
- PROVIDE LISTED WIRE GUARDS ON NOTIFICATION APPLIANCES AND PULL STATIONS IN AREAS SUBJECT TO DAMAGE.
- WEATHERPROOF DEVICES AND NEMA-RATED ENCLOSURES SHALL BE PROVIDED WHERE EXPOSED TO WEATHER OR DAMP LOCATIONS.
- WHERE APPLICABLE, MONITOR SPRINKLER WATERFLOW AND ALL CONTROL-VALVE TAMPER SWITCHES WATERFLOW SHALL INITIATE A GENERAL ALARM; TAMPERS SHALL INITIATE A SUPERVISORY SIGNAL.
- WHERE APPLICABLE, PROVIDE FIRE-ALARM MODULES FOR HVAC SHUTDOWN, SMOKE DAMPER CLOSURE, ELEVATOR RECALL, DOOR HOLD-OPEN RELEASE.
- SMOKE DAMPERS / COMBINATION FIRE-SMOKE DAMPERS: FIRE ALARM SHALL CLOSE DAMPERS UPON ASSOCIATED DUCT OR AREA SMOKE DETECTION. COORDINATE DAMPER LOCATIONS, ACTUATOR POWER, AND MONITORING WITH MECHANICAL.
- DUCT SMOKE DETECTORS SERVING AHU SHUTDOWN SHALL BE INSTALLED PER IMC/NFPA 90A AND LISTED FOR THE APPLICATION. PROVIDE REMOTE TEST/RESET WHERE REQUIRED.
- INTERCONNECT ALL FIRE-ALARM CONTROL UNITS IN THE FACILITY. PROVIDE A REMOTE ANNUNCIATOR AT THE MAIN ENTRANCE OR ADMINISTRATION OFFICE IF NOT INDICATED ON THE PLANS.

GENERAL NOTES - INTRUSION DETECTION

- DEVICE LOCATIONS ARE DIAGRAMMATIC. COORDINATE EXACT MOUNTING WITH ARCHITECTURAL ELEVATIONS, DOOR HARDWARE, MILLWORK, AND OTHER TRADES. DO NOT SCALE THE DRAWINGS.
- ALL EXTERIOR SWINGING DOORS AND ALL OVERHEAD DOORS SHALL HAVE LISTED CONTACTS UNLESS NOTED OTHERWISE. COORDINATE SWITCH TYPE AND MOUNTING PRIOR TO INSTALLATION.
- MOTION DETECTORS SHALL BE AIMED TO COVER OPENINGS AND INTERIOR CIRCULATION. AVOID HVAC DIFFUSERS AND DOOR-TRAVEL. ADJUST AS REQUIRED.
- KEYPADS SHALL BE MOUNTED 48" AFF ADJACENT TO THE ASSIGNED ENTRY DOOR, ON THE SECURE SIDE.
- CONTROL PANEL SHALL BE WALL-MOUNTED IN THE LOCATION SHOWN, 60" AFF TO TOP OF CABINET TYPICAL, WITH 36" CLEAR IN FRONT. PROVIDE A DEDICATED 120 VAC, 20 A CIRCUIT, PROVIDE EQUIPMENT GROUND PER NEC.
- ALL ZONES SHALL BE COLOR-SUPERVISED, PROGRAM N.O. OR N.C. TO MATCH THE DEVICE. SPARE ZONE PAIRS SHALL BE LANDED AND LABELED.
- EXTERIOR SOUNDERS SHALL BE MOUNTED A MINIMUM OF 10'-0" AFF, NOT READILY REACHABLE FROM GRADE OR A CONOPY.