

SOUTHERN UNIVERSITY AND A&M COLLEGE

BATON ROUGE CAMPUS

REQUEST FOR BID-BID # 10371

ROOF REPLACEMENT

LOCATION: CENTRAL STORE

STATE BUILDING # 09767

Project # 19-671-22-01, WBS # F.19002593 M/01-107-24-05,

JLC # 146, WBS # F.01004770 S

WA PROJECT NUMBER WA-03-125

DECEMBER 8, 2026 @ 10:30 AM

Engineering Firm: Williams Architecture, LLC

700 N. 10th Street, Suite 350, Baton Rouge, LA 70802

Marcus Williams, Email: marcus@williams-arch.com

Ph. 225-938-0421

DATE ADVERTISED (LAPAC): OCTOBER 30, 2026

THE ADVOCATE OCTOBER 30, 2026 & NOVEMBER 6 & 13, 2026

MANDATORY PRE-BID CONFERENCE

AND SITE VISIT:

LOCATION:

NOVEMBER 17, 2026 @ 10:30 AM

Physical Plant Department

Benjamin H. Kraft Building

515 James L. Hunt Street

Southern University

Baton Rouge Campus 70813

Site Telephone No. 225-771-4741 or

225-771-6241

DEADLINE TO SUBMIT INQUIRIES:

SUBMIT INQUIRIES TO:

NOVEMBER 24, 2026 by 5:00 PM

Linda Antoine

Email: linda_antoine@subr.edu

DEADLINE TO RESPOND TO INQUIRIES DECEMBER 1, 2026 by 5:00 PM

Note: Responses to inquiries/addenda are posted on LAPAC (La State Procurement website) LAPAC website:

<https://www.cfprd.dog.louisiana.gov/OSP/LaPAC/Agency/outMain.cfm>

It is the responsibility of the vendor to check LAPAC for addenda.

DEADLINE TO SUBMIT BID:

SUBMIT BID TO:

DECEMBER 8, 2026 @ 10:30 AM

Linda Antoine, Director

Southern University Purchasing

Department-P. O. Box 9534 or

James L. Prestage Drive

J. S. Clark Adm. Bldg. Annex, 1stFloor

Baton Rouge, LA 70813

Telephone 225-771-2804 or 771-

As an alternative

Use link to submit bid online:

<http://www.sus.edu/bidcertification>

Note: Bid shall be delivered or uploaded to link no later than 10:30 AM on December 8, 2026

**ADVERTISEMENT
REQUEST FOR BID
BID #50016-10371
ROOF REPLACEMENT
LOCATION: CENTRAL STORE
OWNER: SOUTHERN UNIVERSITY AND A&M COLLEGE
BATON ROUGE CAMPUS
STATE BUILDING ID # S09767**

***Project # 19-671-22-01, WBS # F.19002593 M/01-107-24-05,
JLC # 146, WBS # F.01004770 S
WA PROJECT NUMBER WA-03-125
DECEMBER 8, 2026 @ 10:30 AM***

Sealed bids will be received by Southern University, Baton Rouge, Louisiana, in the Purchasing Department, 8100 James L. Prestage Drive, PO Box 9543, J. S. Clark Administration Building Annex, South Entrance, First Floor East, Baton Rouge, LA 70813. Bids will be opened and read aloud in a public meeting in the Southern University Purchasing Department.

Use link to submit bid/upload online: <http://www.sus.edu/bidcertification>

**MAIL, HAND-DELIVER OR UPLOAD BID TO PURCHASING DEPARTMENT
NO LATER THAN 10:30 AM-on DECEMBER 8, 2026**

Bidders are solely responsible for ensuring timely delivery of their bids. The Southern University Purchasing Department is not responsible for any delays caused by bidders' chosen means of delivery. Failure to meet the bid deadline submittal date and time shall result in rejection of bid.

**Engineering Firm: Williams Architecture, LLC
700 N. 10th Street, Suite 350, Baton Rouge, LA 70802
Marcus Williams, Email: marcus@williams-arch.com , Ph. 225-938-0421**

**ALL BID SPECIFICATIONS AND ADDENDA CAN BE OBTAINED BY ACCESSING
THE LA STATE PROCUREMENT WEBSITE**

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

(Search by bid # 50016-10371)

We highly recommend registering your company with Louisiana State Procurement/LAPAC.

**Mandatory Pre-Bid Conference & Site Visit: NOVEMBER 17, 2026 @ 10:30 AM
Conference & Site Visit Location: Physical Plant Department (Southern University Campus)
Benjamin H. Kraft Building, 515 James L. Hunt Street
Baton Rouge, La 70813
Site Visit Location Telephone Number: 225-771-4741 or 225-771-6241**

Participants shall be in attendance by 10:30 a.m. and sign sheet provided by the Purchasing Department.

Bidders shall visit the site and be familiarized with the local conditions under which the work is to be performed. No additional compensation will be granted because of unusual difficulties, which may be encountered in the execution of any portion of the work.

Inquiries will be accepted until November 24, 2026 by 5:00 p.m. Inquiries shall be submitted to Linda Antoine at linda_antoine@subr.edu

Responses to inquiries will be posted on LAPAC-LA State Procurement website by December 1, 2026 by 5:00 PM

Any person requiring special accommodation should notify the Purchasing Office of the type(s) of accommodation required not less than seven (7) days before the bid opening date. Additional contact is Henry Thurman, Southern University Safety Department henry_thurman@subr.edu or 225-771-4741.

5% Security

All bids must be accompanied by bid security equal to **five (5%) percent of the sum of the base bid and all alternates, if applicable** and must be in the form of a certified/official check, cashier's check or bid bond, made payable to Southern University and A & M College. Surety represents that it is listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies and that is listed thereon as approved for amount equal to or greater than the amount for which it obligates itself in this instrument. No bid bond indicating an obligation of less than five percent (5%) by any method is acceptable.

Performance & Payment Bond

Successful Proposer shall be required to furnish a performance (surety) bond. The amount will be determined during contract negotiations for the period the contract is in effect. The Bond should be made payable to Southern University. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-:VI rating or higher in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-:VI rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed or authorized to do business in the State of Louisiana. The bond must be received within twelve (12) working days from the date of notification.

Bidders shall include the following on envelopes of choice: company's name, address, Louisiana contractor's license number, bid number, name of bid, bid opening date and time.

Bids may be withdrawn by written, telegraphic fax notice or email and received at the address or email address designated in the Invitation to Bid prior to the time set for bid opening, as recorded by date stamp at the Purchasing Office. Bids received after closing time will be returned unopened. Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(a)(1)(c) and/or R.S. 39:1594(c)(2)(d).

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

Any questions concerning bid documents, please contact Mary Jane Spruel, Assistant Director of Purchasing at (225) 771-2800 or email to maryjane_spruel@subr.edu

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. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5).

The University reserves the right to reject all bids and to waive any informalities incidental thereto.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of 72000000 Building and Construction Maintenance Services; 72130000 General Building Construction; 72131600 Commercial or Industrial Construction.

**SOUTHERN UNIVERSITY & A&M COLLEGE
AN EQUAL OPPORTUNITY EMPLOYER
Linda A. Antoine, Director of Purchasing**

**DATES ADVERTISED
OCTOBER 30, 2026 & NOVEMBER 6 & 13, 2026**

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: **Southern University and A&M College**
Post Office Box 9534
James J. Prestage Dr-J.S. Clark Adm. Bldg. Annex
Baton Rouge, LA 70813

BID FOR: Bid Number 10371
Roof Replacement
Central Store
Southern University and A&M College
Baton Rouge Campus

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: Williams Architecture, LLC

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, **not applicable**

Alternate No. 1 for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 2 for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 3 for the lump sum of: _____ Dollars (\$ _____)

NAME OF COMPANY: _____

ADDRESS OF BIDDER: _____

EMAIL: _____

PHONE: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

PRINT NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER: _____

DATE: _____

Completion Time: 120 consecutive calendar days, or within the time that may be extended as stipulated in the contract.

Liquidated Damages \$500.00

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 to be included with the form. The number of unit prices that may be included is not limited and additional sheet may be included if needed. Number of unit prices that may be included

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 RS 38: 2218.A is attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: Southern University and A&M College
 Post Office Box 9534-Purchasing
 James J. Prestate Dr-J. S. Clark Administration Bldg. Annex
 Baton Rouge, LA 70813

BID FOR: Bid Number 50016-10371

BID 10371-ROOF REPLACEMENT-CENTRAL STORE

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

DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	
DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	
DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	
DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	
DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	
DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	
DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	
DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	
DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	

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

JOB SITE VISIT

**PROJECT: ROOF REPLACEMENT
LOCATION OF PROJECT: CENTRAL STORE
BID NUMBER 50016-10371**

**MANDATORY SITE VISIT DATE: NOVEMBER 17, 2026 @ 10:30 AM
LATE ARRIVALS CANNOT PARTICIPATE IN THE BID PROCESS**

It is the responsibility of the bidder to inspect job site verify any measurements and/or supplies needed prior to submitting a bid price on this project. Each bidder shall fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract. If vendor finds conditions that disagree with the physical layout as described in the bid, or any other features of the specifications that appear to be in error, same shall be noted on proposal. Failure to do so will be interpreted as specified. No consideration or allowance will be granted the Contractor for failure to visit the site or for any alleged misunderstanding of the materials to be furnished or the work to be done.

JOB SITE VISIT LOCATION:

Physical Plant Department
Benjamin H. Kraft Building
515 James L. Hunt Street
Southern University
Baton Rouge Campus
Site Telephone No. 225-771-4741 or 771-6241

The signed statement certifies the vendor's name listed below, has visited the proposed site and is familiar with all conditions surrounding fulfillment of the specifications for this project.

COMPANY _____

BY _____

DATE _____

Note: Questions not answered at Site Visit or any additional questions shall be submitted in writing to the Director of Purchasing, Linda A. Antoine at linda_antoine@subr.edu.

Note: Responses to inquiries/Addenda are posted on LaPAC (LA Procurement Website)
LA State Procurement website:

<https://www.cfpd.doa.louisiana.gov/OSP/LaPAC/Agency/outMain.cfm>

It is the responsibility of the vendor to check LAPAC for addenda.

JOB SITE VERIFIED BY DESIGNATED SOUTHERN UNIVERSITY EMPLOYEE:

SIGNATURE

This is not a state required form, however return this sheet with bid for information purpose

**SOUTHERN UNIVERSITY AND A&M COLLEGE
BATON ROUGE CAMPUS
REQUEST FOR BID
GENERAL CONDITIONS**

PROJECT: ROOF REPLACEMENT

LOCATION: CENTRAL STORE

STATE BUILDING # S09767

Project #19-671-22-01, WBS # F.19002593 M/01-107-24-05

JLC # 146, WBS # F.01004770 S

WA PROJECT NUMBER WA-03-125

BID DUE DATE AND TIME: DECEMBER 8, 2026 @ 10:30 AM

BID # 50016-10371

Bids submitted are subject to provisions of but not limited to La.R.S.38:2212 Purchasing Rules and Regulations; Executive Orders; and the General Terms and Conditions, listed in this Invitation for Bid. Southern University reserves the right to award items separately, grouped or on an all or none basis and to reject any or all bids and waive any informalities.

BIDS MAY BE SENT BY MAIL, HAND-DELIVERED or UPLOADED TO:

Bids should be mailed to:

Southern University
Purchasing Department
Post Office Box 9534
Baton Rouge, LA 70813

As an alternative, bids may be hand delivered to:

Southern University
Purchasing Department
1st Floor East-James L. Prestage Drive
J. S. Clark Administration Building
Baton Rouge, LA 70813

As an alternative:

Use link to submit bid online:

<http://www.sus.edu/bidcertification>

The Southern University Purchasing Department is not responsible for any delays caused by bidders' chosen means of delivery. Failure to meet the bid deadline submittal date and time shall result in rejection of bid.

Architect Firm: Williams Architecture, LLC

Marcus Williams
700 N. 10th Street, Suite 350
Baton Rouge, LA 70802
Email: marcus.williams-arch.com, Ph. 225-938-0421

Engineering Firm: Parish Engineering

1450 Seaboard Drive, Baton Rouge, LA 70810 Ph. 225-332-0222
Grant McIntyre, P.E. Email: gmcintyre@parisheng.com &
Amy Deshotel, Office Manager
Email: adeshotel@parisheng.com

MANDATORY PRE-BID CONFERENCE & SITE VISIT: NOVEMBER 17, 2026 @ 10:30 AM

LOCATION: Physical Plant Department

***Benjamin H. Kraft Building
515 James L. Hunt Street
Southern University SUBR Campus
Site Telephone No. 225-771-4741***

Document will be included with the successful vendor's contact.

Deadline to submit inquiries: November 24, 2026 by 5:00 PM

Deadline to respond to inquiries: December 1, 2026 by 5:00 PM

INQUIRIES:

No negotiations, decisions, or actions will be executed by any bidder as a result of any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, sent to **Linda A. Antoine, Director of Purchasing, will be considered as valid.** Send inquiries to linda_antoine@subr.edu

INSTRUCTIONS TO BIDDERS

1. Bid Forms

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

Bid containing no signature indicating intent to be bound

(1) Bid filled out in pencil

(2) Bid not submitted on university standard forms

Bids must be received at the address specified in the Invitation for Bid or uploaded prior to bid opening time to be considered.

2. Envelope (if mailed)

Bidders are requested to submit bid package in a sealed envelope of your choice that is clearly marked identifying the *company's name, complete address, bid number, time and date of bid opening, and license number, if applicable.*

Bidder is responsible for means of delivery of bid.

Louisiana Contractors License Number shall be placed on the outside of the envelope.

3. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws, regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog numbers used in the specifications is for the purpose of describing the quality level, performance and characteristics required. Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model numbers will be considered as offering the exact product(s) specified in the IFB.

4. Descriptive Information

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

5. INSURANCE:

A current insurance certificate with Southern University as the certificate holder shall be sent to the Purchasing Department before starting project. Contractor shall maintain insurance coverage until project is completed.

6. Prices

Unless otherwise specified by the Purchasing Department, bid prices must be complete, including transportation, prepaid by bidder to destination. In the event of extension errors, the unit price shall prevail.

7. Payment Terms

Payment is to be made within thirty (30) days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by **L.R.S. 39:1695**.

8. Deliveries

Bids may be rejected if the delivery or completion time indicated is longer than that specified in the bid.

9. Vendor Invoices

Invoices or AIA payment form shall reference the Southern University purchase/release order number, vendor's packing list/delivery ticket, ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order and should show the amount of any prompt payment discount and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier will not be accepted. Terms are net 30.

10. Tax Information/State of Louisiana

Vendor is responsible for including all applicable taxes in the bid prices. Southern University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms

Document will be included with the successful vendor's contact.

acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc. In accordance with Act Number 1029 of the 1991 Regular Session, effective September 1, 1991 state agencies will no longer be required to pay state sales tax.

11. New Products

Unless specifically called for, all products for purchases must be new (never previously used) and the current model and/or packaging. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

12. Contract Cancellation

Southern University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure to deliver within time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentations by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract.

13. AWARD AND EXECUTION OF CONTRACT:

The owner shall incur no obligation to the contractor until the contract between the owner and contractor is duly executed. If the contractor is notified of the acceptance of the bid within thirty (30) days of the opening bid date, contractor agrees to execute and deliver to owner, Performance and Payment Bond and Certificate of Insurance, a copy of which is attached to the Contract Documents, within ten (10) working days after notice from the Owner that the instrument is ready for signature.

14. Fiscal Funding Clause (Renewal Contracts Only)

In accordance with LA R.S.39:1615 (c) and (e), any contract entered into by the State of Louisiana and Southern University shall include the following Fiscal Funding Clause:

C. Termination due to unavailability of funds in succeeding years. When funds are not appropriated to support continuation of performance in a subsequent year of a multiyear contract, the contract for such subsequent year shall be terminated. When a contract is terminated under these conditions, no additional funds shall be paid to the contractor as a result of such action. E. With respect to all multiyear contracts, there shall be no provisions for a penalty to the state for the cancellation or early payment of the contract. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. All proposers should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

15. Default of Contactor

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

16. Order of Priority

In the event there is a conflict between the Instructions to Bidders the General Terms and Conditions will govern.

17. Applicable Law

All contracts will be construed in accordance with and governed by the laws of State of Louisiana. Vendors shall be in compliance with applicable laws of the State of Louisiana and Federal Laws where applicable, to include licenses, fees and permits. Vendors are responsible for the cost of licenses, fees and permits.

18. Certification of No Suspension or Debarment (\$25,000 or more)

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.sam.gov.

 Federal Funded XX Non-Federal Funded

19. E-VERIFY (verification of employees)

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

20. Prohibited Contractual Arrangements

Document will be included with the successful vendor's contract.

Per Louisiana R.S. 42:1113.a, no public servant, or member of such public servant's immediate family, or legal entity in which he is a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions and provisions.

21. Discriminatory Boycotts of Israel

This section applies to procurements with a value of \$100,000 or more and for vendors with five (5) or more employees

Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

22. Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

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

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

The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;

The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association

23. Mutual Indemnification

Each party hereto agrees to indemnify, defend and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

24. Fair Labor Standards Act

Contractor shall be in compliance with the **Fair Labor Standards Act 29 USC 201-6**; Establishes minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees or in the production of goods for interstate commerce. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: www.dol.gov/esa**

25. Davis-Bacon Act (\$2,000 or more)

Contractor shall be in compliance with the **Davis-Bacon Act, 40 USC 276A-7**; ensures that laborers and mechanics employed pursuant to federally funded construction contracts, subcontracts and construction under Federal grants, will be paid wages as determined by the U.S. Secretary of Labor. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: www.dol.gov/esa**

 Federal Funded XXX Non-Federal Funded

26. Small Business Entrepreneurship Programs

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website. Businesses include minority and women.

27. Public Works Projects (R.S. 38:2227)

In accordance with the provisions of R.S. 38:2227; in awarding public works projects, any public entity is authorized to reject a proposal or bid, or not award the contract, to a business in which any individual with an ownership interest of ten percent (10%) or more, has been convicted, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime.

28. Tobacco-Free Policy

The use of tobacco products on any Southern University campus is prohibited by students, staff, faculty or visitors in all campus buildings, facilities, or property owned or leased by Southern University System and outside areas of the campus where non-smokers cannot avoid exposure to smoke; on campus grounds, facilities, or vehicles that are the property of the University; and at lectures,

conferences, meetings, and social and cultural events held on school property or school grounds. The sale or free distribution of tobacco products, including merchandise on campus or at school events is prohibited.

29. Equal Opportunity Employer

Southern University and A&M College Systems of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations. By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 303 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and the Americans with Disabilities Act of 1990. Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor. Bidder further agrees to keep informed of and comply with all Federal, State, and local laws, ordinances, and regulations which affect his employees or prospective employees. Any person who is a "Qualified Individual with a Disability" as defined by 42 USC 12131 of the American with Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening.

30. Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

31. Vendor Forms/SU Signature Authority

The terms and conditions of the SU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc. The University's chief procurement officer, or designee, is delegated sole authority to execute any vendor contracts, forms, etc. Departments are prohibited from signing any vendor forms.

32. Prosecution of Work

The work is to be done when Southern University is in operation. The contractor shall, therefore, plan the repairs and installation in specifications so as not to interfere with normal operations of the facility and shall exert effort to expedite completion of the work once it has started. It is intended that the work shall be done during normal working hours, however, should work require overtime (Saturday, Sunday and/or night working hours), the cost must be borne by the contractor at no extra compensation from the Owner (Southern University).

33. On-Campus Attendance Requirements (COVID-19)

The Center for Disease and Control (CDC) recommends social distancing and wearing of masks to prevent the spread of the Coronavirus (COVID19). Persons visiting Southern University are required to wear a mask/face covering and stay at least 6 feet between yourself and others, even when you wear a face covering.

34. Termination of the Contract for Convenience

The State/University may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating an effective date with the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

35. Termination for Cause

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

36. Auditors

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

37. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the SU contract are approved for delivery, acceptance, and payment purposes. Any substitution requires prior approval of the Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

38. Acceptance

Upon written notice by the Owner, a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed and shall furnish a clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment of ten percent (10%) will be made at this time.

39. Guarantee

It is the intention of the specifications to secure a first-class permanent material and construction and to this end, Contractor will be held responsible for and must correct defects discovered in the work within one (1) year from acceptance. Should any materials or methods be called for, of such nature to render this guarantee impossible, written notice to this effect should be given Owner (Southern University) before signing contract and/or beginning of work; failure to do this will be construed as agreement to the strictest terms of the guarantee.

40. Clean-Up

The Contractor will be directed during the progress of work to remove and properly dispose of the resultant and debris. Upon completion, Contractor shall remove all equipment, unused materials and debris and will leave the premises in a clean and first-class condition.

41. Examination of Site

Each bidder will visit the site of the proposed project and will fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract. No consideration or allowance will be granted the Contractor for failure to visit the site or for any alleged misunderstanding of the materials to be furnished or the work to be done.

42. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by The Copeland "Anti-Kickback" ACT which provides that each Contractor or Subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

43. Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the CLEAN AIR ACT which prohibits the use under non-exempt contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

44. Clean Water Act

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

45. Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

46. Anti-Lobbying and Debarment Act

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

47. Signature Authority

A CORPORATE RESOLUTION OR WRITTEN EVIDENCE OF THE AUTHORITY OF THE PERSON SIGNING THE BID FOR THE PUBLIC WORK AS PRESCRIBED BY LOUISIANA REVISED STATUTE 38:2212 (B)(5)
A copy of the applicable signature authority document/Board Resolution or LA Secretary of State Registration must be submitted with bid.

48. ADDITIONAL REQUIREMENTS

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE PLANS; THE PROJECT SPECIFICATIONS, AND SHALL COMPLY WITH APPLICABLE LOCAL AND STATE BUILDING CODES AS WELL AS ANY AND ALL REGULATORY AGENCY REQUIREMENTS AND LAWS, INCLUDING BUT NOT LIMITED TO OSHA, ETC. GENERAL NOTES SHALL APPLY TO ALL DRAWINGS.
2. CONTRACTOR SHALL NOTIFY THE ENGINEER/ARCHITECT, IF APPLICABLE, OF ALL CONFLICTS OR DISCREPANCIES PRESENTED IN THESE PLANS PRIOR TO THE START OF WORK.
3. ALL WORK, WHETHER SHOWN OR IMPLIED, UNLESS SPECIFICALLY QUESTIONED SHALL BE CONSIDERED UNDERSTOOD IN ALL RESPECTS BY THE GENERAL CONTRACTOR AND WHO WILL BE RESPONSIBLE FOR ANY MISINTERPRETATIONS AND CONSEQUENCES THEREOF.
4. ANY UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

Document will be included with the successful vendor's contact.

5. ENGINEER/ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ALL IDENTIFIED EXISTING UTILITIES NOT IDENTIFIED IN THE PLANS.
6. OWNER SHALL PROVIDE WATER FOR CLEANING OPERATIONS FROM ANY FIRE HYDRANT AT NO COST TO THE CONSULTANT.

49. PUBLIC AWARENESS – 192.616

Southern University Baton Rouge owns and operates a master meter natural gas distribution system on the school campus. The gas system consists of an underground network of pipelines. The purpose of the gas system is to provide a reliable and safe economical source of energy for heating purposes. The pipeline system has the capacity to reliably deliver natural gas.

The hazards of natural gas are odorless, colorless, tasteless, lighter than air and can ignite and/or explode with tremendous force when mixed with the right amount of air.

Measures taken include:

- Adding odorant to the gas to give it that distinctive smell, like rotten eggs, to warn us of its presence.
- Testing the odorant level each calendar quarter,
- Performing annual gas leakage surveys, and
- Conducting periodic pipeline patrols.

The following are signs that may indicate a gas leak:

- A hissing or roaring sound (caused by escaping gas)
- A patch of dead or discolored vegetation in an otherwise green setting along a pipeline route
- Blowing dirt, grass or leaves near a pipeline,
- Continuous bubbling in wet, flooded areas,
- A “gas smell” like rotten eggs.

Anyone who may smell this odor or notice any unusual conditions on or near gas mains, vents, service lines, meter sets, or especially inside of a building should call the maintenance office immediately. If you smell a strong gas odor inside a building, notify everyone in the building to leave. Do not operate any switches or use the phone. Go a safe distance away upwind of the smell of the gas and call the maintenance office. With any gas leak protect life first, then property, then notify the maintenance office.

State and federal laws require excavators to notify LA One-Call 2 days before digging. If any excavation is planned, you must notify LA One-Call which will notify the Southern University to locate the gas lines.

To obtain additional information or report a gas related issue call Southern University Baton Rouge Maintenance Office. The Southern University Maintenance Office phone number is 225-771-4741. The LA One-Call Center phone number is 811.

EXHIBIT D

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 Construction	Projects up to \$1,000,000	Projects over \$1,000,000 up to \$10,000,000	Projects over \$10,000,000
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		
	** \$643,000.00		
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 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.
- c. 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.
- d. 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 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 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
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:
- 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.



SOUTHERN UNIVERSITY CENTRAL STORE ROOF REPLACEMENT WA PROJECT # WA-03-125

100% CONSTRUCTION DOCUMENTS SPECIFICATIONS

PROPERTY ADDRESS:

555 Hunt Street
Baton Rouge, LA 70813

DATE:

October 5, 2026

PROJECT TEAM:

ARCHITECT:

Williams Architecture, LLC
700 N. 10th Street
Suite 350
Baton Rouge, Louisiana 70802
225.283.0520

MECHANICAL AND ELECTRICAL ENGINEER:

Parish Engineering
1450 Seaboard Dr
Baton Rouge, Louisiana 70810
225.332.0222

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ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Division of Administration and shall be directed to the Office of Facility Planning and Control, 1201 North Third Street, Claiborne Office Building, Suite 7-160, Baton Rouge, Louisiana, 70802 or P.O. Box 94095, Baton Rouge, Louisiana, 70804-9095. The deadline for receipt of bids is 2:00 PM on _____, 20__, at which time bids will be opened and read aloud in a public meeting in the Claiborne Office Building, Conference Room 1-145.

FOR: Southern University Central Store Roof Replacement

PROJECT NUMBER: WA-03-125

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from Marcus Williams. 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:

Designer Firm Name: Williams Architecture

Address: 700 North 10th Street, Suite 350

Telephone: 225.283.0520

Email: Marcus@williams-arch.com

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

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

A PRE-BID CONFERENCE WILL BE HELD

at time on day, date at location

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2166 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.

Facility Planning and Control is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned (LaVet) Small Entrepreneurships Program. Bidders are encouraged to consider participation. Information is available from the Office of Facility Planning and Control or on its website at <https://www.doa.la.gov/doa/fpc/>.

If you have a disability and would like to request an accommodation in order to participate in this meeting, please contact Cheryl Schilling at Cheryl.Schilling@la.gov or (225) 342-6060 as soon as possible but no later than 48 hours before the scheduled meeting.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL
MATTHEW H. BAKER, DIRECTOR

JULY 2026

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within (120) one hundred and twenty 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) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the “Notice to Proceed” or as amended by change order.

TAX EXEMPTION:

The project is to be exempt from sales and use taxes imposed by any taxing authority. The successful contractor / subcontractors will be required to submit the appropriate tax exemption form. To apply for Louisiana tax exemption, contractors must have a [LaTAP](#) account and be registered for Sales Tax in order to submit the application. The Form R-85012 application can now only be filed electronically through [Louisiana Taxpayer Access Point \(LaTAP\)](#). The application must include the LaGov contract number which can be found on the executed contract, a brief project description, Notice to Proceed (NTP) start and end dates, and an uploaded copy of the executed contract. The following is information to include on the form for the project:

Public Entity: Facility Planning and Control

LDR Sales Tax Account #: N/A

For assistance or questions on this process, contact the following:

LaTAP Questions or Assistance: Call (855) 307 3893 or email Taxpayer.AccessPoint@LA.GOV

Application Process Questions: LDRSales.ExemptionApplications@la.gov

General Sales Tax Questions: Sales.inquiries@la.gov

Exemption Qualification Questions: PolicySales@la.gov

Legal Interpretation Questions: PolicySales@la.gov

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents shall include the following:

Advertisement for Bids

Instructions to Bidders

Bid Form

Bid Bond Form

General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition

Supplementary Conditions

Contract Between Owner and Contractor and Performance and Payment Bond and Non-Collusion Affidavit

Attestations Affidavit – 10 day document

User Documents (if applicable)

Pre-Construction Conference Agenda

Schedule of Values

Change Order Form

Recommendation of Acceptance

Partial Occupancy Form

Building Plaque *(if applicable)*

Asbestos Abatement *(if applicable)*

Other Documents *(if applicable)*

Specifications & Drawings

Addenda issued during the bid period to be acknowledged on 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 Designer 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 Designer of record 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 Designer shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the User 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. Bidders 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 Bidder 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 The Designer shall provide the Bid Documents in electronic format. They may be obtained without charge and without deposit as stated in the Advertisement for Bids.

4.1.2 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. All plan holders are responsible for their own reproduction costs.

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

4.1.4 The Owner or Designer in making 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 Designer 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 Designer, at least seven days prior to the date for receipt of bids.

4.2.3 Any interpretation, correction or change to the Bid Documents will be made by addendum. Interpretations, corrections or changes to 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. All

substitutions shall be in accordance with La. R.S. 38:2212(T)(2).

4.3.2 For closed specifications, when a potential supplier submits a particular product for prior approval other than a product specified in the Bid Documents, said product will not be considered unless written request for approval has been submitted by the Bidder and has been received by the Designer 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 substitution, 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 substitution would require shall be included. It shall be the responsibility of the Bidder to include in his bid 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 Designer 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 Designer to have requested and/or 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 In accordance with La. R.S. 38:2212(O)(2)(b) 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. FPC 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 Designer 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 Designer.

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 Designer 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 Bidder shall certify that he is licensed under LA. R.S. 37:2150-2166 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 FPC, 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 FPC 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 Bidder shall guarantee that the Bidder 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 FPC 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, express delivery, or misdirection by any party, 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:

Facility Planning and Control,
P. O. Box 94095
Baton Rouge, Louisiana, 70804-9095.

Bids sent by express delivery shall be delivered to:

Facility Planning and Control
Suite 7-160
Claiborne Office Building
1201 North Third Street
Baton Rouge, Louisiana 70802

If the bid is hand delivered, it shall be delivered to:

Facility Planning and Control
Suite 7-160
Claiborne Office Building
1201 North Third Street
Baton Rouge, Louisiana 70802

On the bid opening day, 15 minutes prior to the appointed time for the opening of bids, the bid may be delivered to the Claiborne Conference Room 1-145.

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 [La. 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 after bid opening at <https://www.doa.la.gov/doa/fpc/project-administration-state/construction-bid-advertisements-and-results/>

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 Designer.

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. 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 Designer 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 FPC 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\(B\)\(3\)\(a\)](#)], 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 FPC within 10 days after the opening of bids. The Attestations Affidavit may also be submitted in the bid envelope.

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 Contractor 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 FPC, 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 Contractor 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 FPC, an example of which is bound in the Bid Documents.

9.2 Award

9.2.1 After award of the Contract and prior to Contract execution, the successful Bidder, if a corporation, shall have on file with the Louisiana Secretary of State, a Disclosure of Ownership Affidavit, in accordance with [La. R.S. 12:1-1622, 12:205\(C\)](#) and [12:304\(A\)\(11\)](#).

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Southern University
Baton Rouge, Louisiana
Project No.: 01-107-24-05.
F.01004770

BID FOR: Southern University
Central Stores Roof Replacement
555 Hunt Street
Baton Rouge, Louisiana 70813

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: **Williams Architecture, LLC** and dated: **October 5, 2026.**

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

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

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

_____ Dollars (\$ _____)

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

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

_____ Dollars (\$ _____)

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

_____ Dollars (\$ _____)

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

_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: Southern University

Baton Rouge, Louisiana

Project No.: 01-107-24-05.

F.01004770

BID FOR: Southern University

Central Stores Roof Replacement

555 Hunt Street

Baton Rouge, Louisiana 70813

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

DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	☐ Base Bid or ☐ Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

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

BID BOND
FOR
FACILITY PLANNING AND CONTROL PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the State of Louisiana, Division of Administration, Office of Facility Planning and Control (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

FOR INFORMATION ONLY

This document will be prepared by Facility Planning & Control in the form appropriate for the project.

STATE OF LOUISIANA
PARISH OF «PARISH OF PROJECT»

CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this _____ day of _____, 2026, by «Contractor» hereinafter called the "Contractor", whose business address is «Contractor Address», «Contractor City», «Contractor State» «Contractor Zip», and the State of Louisiana Division of Administration, herein represented by the contracting officer executing this contract, hereinafter called the "Owner".

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

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

«Project_Reference_1»
«Project_Reference_2»
«Project_Reference_3»
«Project_City», Louisiana
Project No.: «ProjectNo», «Part_No»«WBS»;
 «Supplement_Project_No», Part «Supplement_Part_No»
 («Supplement_WBS»)(Supplement)
State ID No.: «StateID» Site Code: «SiteCode»

in strict accordance with Contract Documents prepared by:

«Designer»
«Designer_Address»
«Designer_City», «Designer_State» «Designer_Zip»

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

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

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of «Liquidated Damages Cost Per Day» per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of «Contract Amount Words» and No/100 Dollars («Contract Amount Numeral») which sum represents the «Base Bid Only or Plus Alternates»

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

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

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION

FP&C Witness #1 Sign Here

BY: _____
MATTHEW H. BAKER,
FP&C DIRECTOR

FP&C Witness #2 Sign Here

Contractor Witness #1 Sign Here

BY: _____
«CONTRACTOR»

Contractor Witness #2 Sign Here

SURETY:

Surety Witness #1 Sign Here

BY: _____
ATTORNEY IN FACT

Surety Witness #2 Sign Here

ADDRESS

TELEPHONE NUMBER

PROJECT NO.:«ProjectNo», «Part No»«WBS»;
«Supplement Project No», Part
«Supplement Part No» («Supplement WBS»)(Supplement)
NAME: «Project Reference 1»
«Project Reference 2»
«Project Reference 3»
LOCATION: «Project City»

NON-COLLUSION AFFIDAVIT

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

PART I.

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

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

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

PART II.

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

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

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

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

AFFIANT

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

NOTARY

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Southern University, Central Store Roof Replacement
Baton Rouge, Louisiana

THE OWNER:

(Name, legal status and address)

Southern University and A&M College
801 Harding Blvd.
Baton Rouge, LA 70813

THE ARCHITECT:

(Name, legal status and address)

Williams Architecture, LLC, Limited Liability Company
700 N. 10th Street
Suite 350
Baton Rouge, Louisiana 70802
Firm Louisiana Lic. #AF0760

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- 1 GENERAL PROVISIONS
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- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
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- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon 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, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location

agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and

belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract

Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

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

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

§ 11.3 Waivers of Subrogation

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

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

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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



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.

STATE OF _____

PARISH OF _____

ATTESTATIONS AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

Name of Project

Project No.

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

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

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

Sworn to and subscribed before me by Affiant on the ____ day of _____, 20__ .

Notary Public

SCHEDULE OF VALUES

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

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

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

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

DIVISION 07 – THERMAL AND MOISTURE
PROTECTION

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

DIVISION 08 – OPENINGS

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

DIVISION 09 – FINISHES

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

DIVISION 09 – FINISHES (CONTINUED)

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

DIVISION 10 – SPECIALTIES

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

DIVISION 11 – EQUIPMENT

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

DIVISION 12 – FURNISHINGS

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

DIVISION 13 – SPECIAL CONSTRUCTION

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

DIVISION 14 – CONVEYING EQUIPMENT

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

DIVISION 21 – FIRE SUPPRESSION

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

DIVISION 22 – PLUMBING

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

DIVISION 23 – HEATING, VENTILATING, & AIR-
CONDITIONING

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

DIVISION 26 – ELECTRICAL

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

DIVISION 27 – COMMUNICATIONS

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

DIVISION 28 – ELECTRONIC SAFETY AND
SECURITY

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

DIVISION 31 – EARTHWORK

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

DIVISION 32 – EXTERIOR IMPROVEMENTS

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

DIVISION 33 – UTILITIES

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

DIVISION 34 – TRANSPORTATION

34 00 00	Transportation	_____	_____
		TOTAL	_____

DIVISION 35 – WATERWAY AND MARINE
CONSTRUCTIONS

35 00 00	Waterway and Marine construction	_____	_____
		TOTAL	_____

DIVISION 40-43 – PROCESS EQUIPMENT

DIVISION 44 – POLLUTION CONTROL
EQUIPMENT

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

DIVISION 45 – INDUSTRY SPECIFIC
MANUFACTURING
EQUIPMENT

DIVISION 48 – ELECTRICAL POWER
GENERATION

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

Facility Planning & Control
CHANGE ORDER

PROJECT NAME: _____
PROJECT & WBS No: _____
CONTRACTOR: _____
SITE CODE: _____ STATE ID: _____
CHANGE ORDER No. _____
CONTRACT DATE: _____
NTP DATE: _____
SRM No.: _____
BREAKDOWN forms as required and give a brief description of each change below, including RFI No., cost and days from Summary Pages.

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

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

RECOMMENDED **ACCEPTED** **APPROVED**
Designer's Name: _____ Contractor's Name: _____ Project Manager: _____

Address: _____ Address: _____ Facility Planning & Control
Email Address: _____ Email Address: _____
By: _____ By: _____ By: _____
Date: _____ Date: _____ Date: _____

FACILITY PLANNING AND CONTROL USE ONLY

Classification	Amount	Classification	Amount
Omission (Type "O")*	_____	Miscellaneous (Type "M")	_____
Error (Type "E")*	_____	Owner Requested (Type "R")	_____
COMMENTS:	Senior Manager/Assistant Director approval: _____		

Construction Contract Change Order

SUMMARY

State of Louisiana

Facility Planning & Control

Project & WBS No. _____

Item No. _____

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

Date: _____

Project Name: _____

Contractor Name: _____

Description of Work:

General Contractor Direct Costs - Breakdown No. _____

(See attached breakdown)

Total General Contractor Cost

(General Contract Direct Cost plus OH&P)

_____ %
(Max: 8%)

Subcontractor Cost Breakdowns

(See attached.)

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

Subcontractor Direct Costs Total

(Sum column A)

Subcontractor Direct Costs + Subcontractor OH&P

(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at

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

_____ %
(Max: 8%) _____

Total Subcontractor Costs

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

Change Order Subtotal

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

Performance and Payment Bond at

(Change Order Subtotal times Performance and Payment Bond rate)

_____ %

Amount will be ☐ increased by ☐ decreased by ☐ unchanged

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

Days will be ☐ increased by ☐ decreased by ☐ unchanged

(Attach supporting data such as meteorological reports)

Construction Contract Change Order

BREAKDOWN

Breakdown No. _____

State of Louisiana

Item No. _____

Facility Planning & Control

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

Project & WBS No. _____

Date: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Direct Cost of Work :

A. LaborCheck here if explained on the Comment Sheet ☐

Hourly Wage Rate

Hours

Total Cost

1	☐
2	☐
3	☐
4	☐
5	☐
6	☐
7	☐

Sub Total

Add Labor Burden @ _____ %

LABOR TOTAL**B. Material**

Unit Price

Unit

Units

Total Cost

1	☐
2	☐
3	☐
4	☐
5	☐
6	☐
7	☐

Sub Total

Add Tax @ _____ %

MATERIAL TOTAL**C. Equipment**

Unit Rate

Unit

Units

Total Cost

1	☐
2	☐
3	☐
4	☐
5	☐
6	☐
7	☐

Sub Total

Add Tax @ _____ %

EQUIPMENT TOTAL

TOTAL DIRECT COST FOR THIS BREAKDOWN:

(Sum A, B & C)

Construction Contract Change Order

BREAKDOWN COMMENT SHEET

State of Louisiana

Facility Planning & Control

Project & WBS No. _____

Breakdown No. _____

Item No. _____

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

Date: _____

Project Name: _____

Contractor/Subcontractor: _____

A. Labor

No. (From BREAKDOWN Sheet)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Material

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

C. Equipment

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Construction Contract Change Order

UNIT PRICE BREAKDOWN

State of Louisiana

Facility Planning & Control

Project & WBS No. _____

Breakdown No. _____

Item No. _____

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

Date: _____

Project Name: _____

Contractor/Subcontractor: _____

Unit Price Tabulation

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

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

* Reference Legend: _____

Unit Price Total:

(Sum Total column)

State of Louisiana
Division of Administration
Facility Planning and Control
Instructions for Change Order Back Up Forms

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

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

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

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

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

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

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

CHANGE ORDER:

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

Description: This will include a list of each attached SUMMARY that makes up this change order and a brief statement of the work included in each, including RFI No., cost and days from the SUMMARY page.

New Contract Sum: Calculate the new contract amount using the original contract amount, previous change orders and the new change order. Indicate the appropriate word for increase, decrease or unchanged by selecting the appropriate checkbox.

New Contract Completion Date and Revised Time: Calculate the new contract time using the original Contract Completion Date and Contract Time, previous changes in time and the change in time by this change order. Indicate the appropriate word for increase, decrease or unchanged by selecting the appropriate checkbox. Show days in the main column and the date in the blank indicated.

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

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

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

APPROVED: For approval by FP&C.

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

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

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

Project No., WBS No., Date, Project Name. Will auto-fill from information entered on the first tab.

Contractor: Name of General Contractor. Will auto-fill from information entered on the first tab.

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

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

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

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

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

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

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

Total Subcontractor Costs: Total of the last two spaces.

Change Order Subtotal: Total of change order except bond.

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

Amount will be (increased) (decreased) (unchanged) by: Add bond and calculate total change order amount. Indicate "increase," "decrease" or "unchanged" by checking the appropriate box.

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

BREAKDOWN:

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

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

Project No., WBS No., Date, Project Name. Will auto-fill from information entered on the first tab.

Contractor: Name of General Contractor or Subcontractor, edit auto-fill as needed.

Direct Cost of Work:

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

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

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

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

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

COMMENTS SHEET:

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

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

UNIT PRICE BREAKDOWN:

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

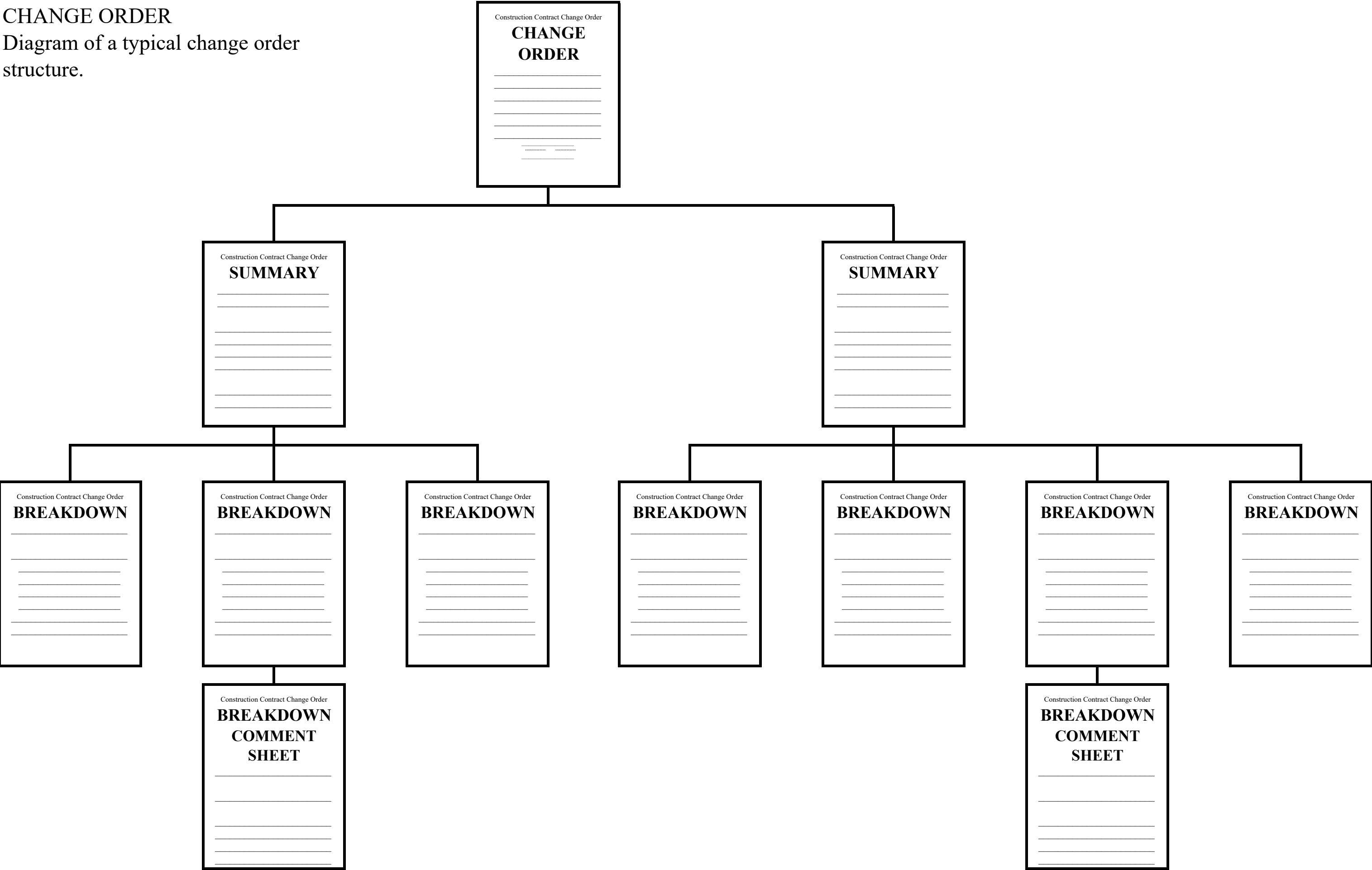
The UNIT PRICE BREAKDOWN is similar to the BREAKDOWN.

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

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

CHANGE ORDER

Diagram of a typical change order structure.



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43. RECOMMENDED AGENDA FOR ROOFING CONFERENCES

Project Name: _____

Project Number & WBS: _____

Conference Location: _____ Date: _____

Type of Conference: ☐ Preliminary ☐ Pre-Application ☐ Final Inspection

Designer: _____

Roofing Contractor: _____

General Contractor: _____

CONFERENCES ATTENDEES:

[illegible]

AGENDA FOR PRELIMINARY ROOFING CONFERENCE

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

TIMING: The meeting should be held shortly after award of the Contract and at least six weeks prior to the anticipated start of roofing. Re-Roofing Projects may combine with Pre-Const. Conf. (ITB § 15).

1. A complete set of Contract Documents (plans and specifications) to be available for review.
2. All meeting minutes to be furnished by the Designer to all parties within 7 days. Establish project record keeping procedures.
3. Review tentative progress schedule for roofing. Set approximate date.
4. Review roofing system and insulation requirements. Size (4'x4' adhered, 4'x8' Mech. Fastened) and Thickness (R-Value), Staggered Joints
5. Weather considerations as they may apply to the project roofing installation.
6. Temporary roofing guidelines for the project. Who and when, will final decision be made, if necessary.
7. Inspection and Testing Requirements:

Name of Inspection Firm:

Name of inspector:

Phone:

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

8. Roof Deck:

Type and Thickness: (if Lt. Wt. Conc. has a Pull Test been done?)

Slope: ____ Location and Type of Drains:

Tentative Schedule for Installation:

Nailers, curbs, and sheet metal must be completed prior to roofing application. Review CD Details, and discuss if raising Equip. Curbs is required or not.

9. Discuss material storage areas, dumpster location, worker parking, and equipment set-up locations. Review requirements.

10. Specific submittals from the Roofing Contractor:

- a. Material approval list
- b. Shop drawings (if any)
- c. Product material brochures and samples
- d. Manufacturer's Guarantee review for compliance with specifications (20-Year State Warranty)
- e. Manuf. Assembly Letter (required for Pre-App. Conf. as well as materials on site)

11. Specific project detail discussion. (Include perimeter wall construction and rooftop mechanical equipment details, necessity of disconnecting any Exist. Rooftop Equip.)

12. Other:

13. Review above items briefly and establish date for tentative Pre-Application Conference. (Manuf. Assembly Letter and materials therein required on site prior to scheduling conference). Roof Manuf. Rep. and FP&C Roof Consultant to be scheduled to attend.

AGENDA FOR ROOFING PRE-APPLICATION CONFERENCE

PURPOSE:

- To verify readiness of the project structure
- To walk site with Roof Manuf. Assembly Letter in hand, verifying materials on site comply.
- To scan last minute details, changes or corrections
- To review anticipated schedule of progress

TIMING: Following receipt of Roof Manuf. Assembly Letter, all materials on letter delivered to site, and prior to Roofing Work.

ATTENDANCE: List attendees
(Required attendees: FP&C Project Manager, FP&C Roofing Consultant, Roof Manuf. Rep., User Agency Contact, Designer, Contractor Superintendent.)

1. Copies of approved submittals should be available for review. Are any material changes required due to availability problems or other? Reminder that formal approvals are still required.
2. Review minutes of Preliminary Conference.
3. Discuss revised Roofing Application Schedule.
4. Check equipment set-up and on-site material storage.
5. Deck Readiness:
 - a. Any required roof deck certifications must be in order
 - b. Rooftop inspection by those in attendance
 - c. Drain hookups complete
 - d. Curbs, nailers, roof deck penetrations, perimeter edges and mechanical equipment - should all be set and complete. Roof Drain Pipes are verified free of Demo Debris

6. Review roof system, including insulation above deck. Discuss the required application of each to the other components.

- a. (2) Layers Polyiso Insulation (staggered), (1) Layer Cover Board (any special techniques required?)
- b. Mechanical or adhesive attachments (Mech. Fasteners = 4'x8' or Adhesion = 4'x4' board size)
- c. Vapor Retarders
- d. Flashings
- e. Saddles and/or crickets
- f. Venting
- g. Sheet metal

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

8. Temporary roofing final decisions.

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

10. Inspection and testing requirements - State Roofing Consultant at Final Inspection; Roof Manuf. Inspector as required and at Final Inspection.

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

12. Contractor must provide State 2-Yr Guarantee, and perform 1 & 2 Year Inspections. Roof Manuf. must provide 20-Yr Warranty. Pre-Finished Metal Manuf. must provide 20-Year Finish Warranty.

NOTES

AGENDA FOR ROOFING FINAL INSPECTION

PURPOSE: To assure 100% completion of contract requirements.

TIMING: Prior to the Roofing Contractor concludes his work at the site.

1. Attendance must include those in attendance at the Pre-Application Conference.
2. Complete rooftop walk over and review:
 - a. Perimeter edges
 - b. Walls
 - c. Curbs and other equipment
 - d. Drains
 - e. Rooftop penetrations
 - f. Site cleanup
 - g. Sheet metal
 - h. Any special conditions
3. Final Punch List establishment of items to be completed. Copies to all parties. Attached to Meeting Minutes issued by Designer
4. Summary of project records. Organize for final file. Wrap up any loose ends.
5. Stress importance of Bi-Annual (and after storm) Maintenance to User-Agency (keep file for claim)
6. Discuss responsibility for roof system protection until project completed. Responsibility for coordination usually rests with General Contractor. Any damage or additional work to be conducted by original Roofing Contractor in order to keep original guarantee valid.
7. Acceptance by the state will not be issued without submittal and approval of fully executed

guarantees for each type of roof installed, which shall include, but not necessarily be limited to the following applicable forms, which can be found on the Instructions to Designers page of the FPC Website:

- a. Recommendation of Acceptance (ROA): (Designer's Responsibility)
- b. Letter of Concurrence: Concurring in Designer's ROA (User Agency's Responsibility)
- c. Roof Completion Information Form: with a Roof Plan on 8-1/2"x11" of Individual State ID's or different Material Roof (Designer's Responsibility)
- d. Roof Guarantee/Warranty (2): (Contractor's Responsibility)
 - i. 20-Year Manuf. Membrane Warranty (State Form in ITD § 28e; 28d for Metal Roof)
 - ii. 2-Year Contractor Warranty R-1 (Sub & GC) or R-2 (GC) (State Forms in ITD § 28a, 28b); 28c for Metal Roof)
- e. Final Cost & Const. Data Report: Div. 7 Primarily, attached to "DESIGNER LETTER" E-mail when project began (Designer's Responsibility)
- f. As-Builts: Const. that changed from Contract Docs, Marked-up Job Prints delivered to designer (Contractor's Responsibility)
- g. Final Documents delivered: drawings & specs marked "RECORD DOCUMENTS" shall be provided as one flash drive or a share link containing PDF & CAD DWG Files (include Line Weight Files) to FP&C & User Agency (Designer's Responsibility)

NOTES

ROOF COMPLETION INFORMATION

Facility Name: _____ Building Name: _____

Site Code: _____ State I.D.: _____ Project No. & WBS: _____

☐ New Roof ☐ Total Replacement ☐ Partial Replacement Roof Section(s): _____

☐ Roof Plan Attached (required)

Roof Type:

1. SBS Mod. Bit.
2. PVC
3. TPO
4. Metal
5. Tile
6. Shingle
7. Cedar Shake
8. _____

Surfacing Type:

1. Ceramic Granules
2. Smooth Uncoated
3. Modified Asphalt
4. Silicone
5. Acrylic
6. Urethane
7. Aluminum
8. Pre-Finished Paint
9. _____

Connection Type:

1. Cold Process
2. Hot Asphalt
3. Torched Asphalt
4. Mechanical Fastener
5. _____

Drainage Type:

1. Over the Edge
2. Roof Drains
3. Perimeter Gutter
4. Internal Gutter
5. _____

Total Penetrations:

Slope:

1. 1/4 in./ft.
2. 1/8 in./ft.
3. 1/2 in/ft.
4. _____

Deck Type:

1. Structural Concrete
2. Gypsum
3. Metal
4. Lt. Wt. Concrete
5. Cement Fiber
6. Wood
7. _____

Insulation:

1. Polisocyanurate
2. Cover Board
3. Fiberglass
4. Wood Fiber
5. _____

No. of Plies:

Insulation Thickness:

Roof Area (sq. ft.)

Roofing Contractor (2-Year State Guarantee):

Address: _____

Roofing Contractor's Telephone: _____

Roofing Contractor's Email: _____

Warranty Beginning Date:
(same as Acceptance Date)

Warranty Ending Date: _____

Roofing Manufacturer (20-Year State Warranty):

Address: _____

Roofing Manufacturer's Telephone: _____

Roofing Manufacturer's Email: _____

Roof Warranty Number: _____

Beginning Date:
(same as Acceptance Date)

Ending Date: _____

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30. PRE-CONSTRUCTION CONFERENCE AGENDA

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

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

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

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

2. Roles of Individuals:

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

Control. Establish ground rules for the contractor and his personnel while working on

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

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

3. Change Orders:

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

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

- e. User requested change orders are to be avoided.

4. Invoice Procedure:

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

required prior to final payment to the contractor.

5. Prior Approval:

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

6. Testing Lab:

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

7. Project Sign

When a project sign is specified, select location.

8. Meetings:

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

9. Roofing:

Pre-roofing Conference - establish a direct line of communication, iron out initial questions regarding the project and to review project submittal requirements. This conference should be held shortly after award of the roofing contract and a minimum of six (6) weeks prior to the anticipated start of roofing. Attendance by general contractor,

roofing subcontractor and manufacturer's representative is required. A letter from the manufacturer stating the roofer is an approved applicator and sample warranties shall be submitted at the Pre-roofing Conference, if not before.

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

jurisdiction in any action brought under this contract.

- 10) Manufacturer's specification to be used in support of designer's specification. Manufacturer's requirements are a minimum, use designer's specification if it exceeds.

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

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

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

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

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

10. General Correspondence:

- a. Project Number must be on all correspondence.

b. Contractor shall copy Facility Planning and Control on any correspondence if:

- 1) It involves a controversial issue.
- 2) It relates to information requests to the Designer that had not been furnished in a timely manner.

11. Miscellaneous Items to be Discussed as Necessary:

a. Shop drawings, samples, hardware, and color schedules. Shop drawings submitted to the user by the designer are for record purposes only, not for approval. Approval is the sole responsibility of the designer.

COLOR SELECTION: If the User does not approve color selections in a timely manner, the Designer, in consultation with FP&C, shall make the selections, which will be final.

b. Establish the location and type of temporary facilities and utilities. Establish how payment for temporary utilities will be made and how costs will be tracked?

c. Outages/Interruptions of Services. Contractor is to request, in writing, all outages/interruptions to the User. The amount of advance notice is to be determined by the user. Coordination of outages or interruptions is the responsibility of the contractor

d. Contractor use/access to pertinent buildings and facilities.

e. Location of staging area and/or fencing.

f. Site and stored material security is the contractor's responsibility.

g. Use of site, parking of vehicles, decals and/or permits for parking

h. The User shall have first refusal of salvaged materials. Where are they to be delivered? The contractor is responsible for the disposition of all other materials in accordance with laws and regulations.

i. Safety and First Aid. This is the contractor's responsibility.

j. Procedure for keeping Record Documents. Contractor to record as-built information that varies from the contract documents, on (1) one set of prints, to be furnished to the Designer at completion of the job. As-builts are prepared by Designer, inclusive of Supplemental Drawings, the Contractor, based on the as-built work and the required adjustments to the contract documents and the change orders, and shall be submitted timely to Facility Planning and Control. Plans shall be marked "**AS-BUILT**". As-built drawings submitted to FP&C shall consist of (2) two full size paper sets of Record Drawings (As-Built) prepared by the Designer. Also required are (2) two disks or flash drives of As-built drawings in AutoCAD (.dwg) and .pdf format, including electronic copies of the bid specifications and addenda. Acceptable As-builts are required prior to the Designer's final payment.

k. Use of any Asbestos Containing materials is prohibited.

l. Pictures or videos of existing conditions may be made.

m. Near the end of the project the FP&C Project Manager will review the work to determine compliance with FP&C's ADA Non-Comprehensive Field Checklist. Any accessibility problems identified in this review shall be corrected before the project can be considered complete.

12. Pre-Close Out Conference

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

OWNER: STATE OF LOUISIANA OFFICE OF FACILITY PLANNING AND CONTROL
POST OFFICE BOX 94095 CAPITOL STATION
BATON ROUGE, LOUISIANA 70804-9095

Proj No. & WBS:

2. During the Guarantee Period, if the Owner/ User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the original Contractor and/or Roofing Material Supplier prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything (i.e. signs) onto the roof, this Guarantee shall become null and void as of the date of said alterations. If the Owner/ User Agency engages the original Contractor for said alterations, the Guarantee shall be maintained in force unless the Contractor presents written notification to the Owner that the intended work will likely damage or cause deterioration of the base work, thereby justifying a termination of the original Guarantee.
3. The Owner/User Agency shall promptly notify the Contractor in writing of observed, known or suspected leaks, defects, or condition deterioration and shall afford a reasonable opportunity for the Contractor to inspect the work and examine evidence of such leaks, defects or deterioration.
4. This Guarantee is recognized to be the only guarantee of the Contractor of said work, and shall not operate to restrict or cut-off the Owner from any other remedies and recourse lawfully available to him in case of roofing failure to any cause or degree. Specifically, this Guarantee shall not operate to relieve the Contractor of his responsibility for the performance of the original work.

IN WITNESS THEREOF, this instrument has been duly executed

this _____ day of _____, 20____.

Contractor's Signature: _____

Typed Name: _____

Telephone (_____) _____ Email _____

Witness: _____ Witness: _____

And if applicable, is countersigned by the following Sub Contractor, Installer, or other party (as indicated) who acted as agent or represented the Contractor during the performance of the work:

Countersignee Name: _____
(Type or Print)

Date: _____ Signature: _____

Representing: _____

Address: _____

Telephone (_____) _____ Email _____

Witness: _____ Witness: _____

Facility Planning and Control State of Louisiana

TWENTY (20) YEAR WEATHERTIGHTNESS METAL ROOF SYSTEM - LIMITED WARRANTY

We, ManufacturerName the manufacturer; warrants to the State of Louisiana herein referenced as "Owner" of the building described below that subject to the terms, conditions, limitations and warranty responsibility stated herein ; Manufacturer warrants with no dollar limit (NDL) the undersigned Contractor workmanship and material defects, and will repair any leaks in the Manufacturer roofing system (Roofing System); and further, agrees to make provisions for satisfactorily drying all wetted thermal roof insulation caused by said leak(s), of the installed roof over the life of this **TWENTY (20) YEAR WARRANTY Period from the Acceptance Date of the Project** (as defined in the Contract Documents).

Satisfactory repair of reported leaks shall not serve to extend the term of the original 20-Year Warranty period for either the repair or the entire Roof System, but rather serve to maintain the Roof System weathertightness condition for the entire term of the original warranty.

Neither Manufacturer nor undersigned Contractor makes any other warranty whatever, expressed or implied. All implied warranties of merchantability and all implied warranties of fitness for any particular purpose which exceed or differ from the warranties herein expressed are disclaimed by each and all of said parties and are hereby excluded from this 20-Year Weathertightness Limited Warranty.

In no event shall Manufacturer be held liable for any commercial loss, claims for labor or consequential damages of any other type not specifically referenced herein, whether owner's claim be based in contract, tort, or strict liability.

TERMS, CONDITIONS, LIMITATIONS

1. A "Leak" is defined as water entry into any location where water entry is not specifically planned for. This can include insulation, cornices, attic spaces and other portions of the building assembly. Water entry through fastener holes, all flashings including valley, hip, ridge, closure, rake, wall runner, eave, curb, pipe penetration and other penetration flashings, and the roof panels and seams (side and end) are to be considered "leaks" as pertains to this weathertightness warranty.
2. Owner shall provide Manufacturer with written notice within THIRTY (30) days of discovery of any leaks in the Roof System; after which date, the principal to this warranty shall be expected to respond to said leak report within a period of TEN (10) working days.
 - a) Failure to respond, shall enable the Owner to engage service of "others" to address the problem without jeopardizing Owner's protection under terms of the original warranty.
 - b) Further, by Manufacturer's failure to respond as specified, subjects manufacturer to liability for full reimburse to the Owner for all costs incurred to engage the services of "others" in order to protect the building from further damage by roof leak(s).
 - c) Manufacturer cannot be held responsible for lack of performance or liable under the terms of this warranty due to Owner's failure to report claims as specified.

3. After a leak report is filed; Manufacturer shall determine whether the leak is caused by defects in manufactured material or in the workmanship and affect the Roof System repair in accordance with repair obligations herein. In the event a determination is made that neither defect in manufactured material or workmanship is at fault, the Owner shall be so advised in writing and permitted to exercise other remedies without jeopardy to provisions of the original warranty.
4. This Guarantee is made subject to the following terms and conditions:
 - a) Damage to the roof caused by the following items are excluded from this warranty: wind exceeding 73 mph, lightning, hail, fire or physical damage from falling or wind-blown objects. When the Work has been damaged by any of the foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.
 - b) Deterioration caused by marine (salt water) atmosphere or by regular spray of salt or fresh water.
 - c) Corrosion caused by heavy fall out or exposure to corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufacture and paper manufacturing plants - if either cause is located less than one-half mile radius distant from the building.
 - d) Deterioration caused by corrosive or condensates generated or released from within the building itself.
 - e) Damages caused by workers or work activity on the roof after issuance of the warranty.
 - f) Structural failures affecting (but not part of) the Roof System.
 - g) Unauthorized alterations or modifications of the Work by anyone other than a Contractor agreed to in writing by all parties to this warranty.
 - h) Failure of the Owner to exercise reasonable care and maintenance.
5. During the Term of this warranty; and within 72 hours of formal request, the Owner shall permit Manufacturer, or manufacturer's agent access to the roof during regular business hours.
6. Failure of either party to exercise or enforce specific terms, conditions or provisions shall not be construed to be a waiver of same.
7. The Manufacturer shall not be responsible for consequential damage or loss to the building, its contents, or other material as a provision of this warranty.
8. The Manufacturer shall not have any liability or responsibility at any time for, or as a consequence of any condensation or underside corrosion which is or was caused at anytime by any condensation resulting from either or both of the following:
 - a) Inadequate ventilation of the attic space between the roof panel and insulation, when insulation is installed on top of existing roof.
 - b) The use of inadequate vapor barrier where the insulation is installed immediately beneath roof panels.
9. The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction in any action brought as a result of this warranty by any party hereto.
10. This Warranty instrument supersedes and is in lieu of any and all other expressed or implied warranties that are or may be in conflict with terms and conditions stated herein.
11. An executed Warranty is required prior to Acceptance being issued by FP&C for the project.

WARRANTY RESPONSIBILITY

FIRST (1st.) year through the TWENTIETH (20th) year from date of Acceptance of the project by Roof System Manufacturer whose legal entity is Manufacturer; except that the first recourse of the Owner for Warranty Benefits during Year 1 and Year 2 after date of Project Acceptance will be the Contractor per provisions of Roofing Guarantee R-3 (Metal).

EXCEPT AS EXPRESSLY PROVIDED HEREIN, Manufacturer MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO MATERIALS COVERED HEREBY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOR DOES SELLER MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS WHICH MAY COVER SUCH GOODS EXCEPT; THAT THE OWNER SHALL HAVE THE RIGHT TO RELY ON SAME BY REPRESENTATION OF THE MANUFACTURER THAT BY OFFERING THE MATERIAL, ROOF SYSTEM AND MISCELLANEOUS ITEMS FOR THE PURPOSES OF THIS PROJECT THERE IS NO VIOLATION OF THE RIGHTS OF OTHER PARTIES WITH RESPECT TO PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS, FURTHER; THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM DEFECTIVE GOODS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF: THIS WARRANTY MAY NOT BE CHANGED ORALLY.

IN CONSIDERATION FOR PAYMENT RECEIVED, THIS WARRANTY IS TENDERED FOR THE BENEFIT OF THE OWNER AND IS NOT TRANSFERABLE OR ASSIGNABLE WITHOUT THE WRITTEN CONSENT OF THE MANUFACTURER Manufacturer.

THIS WARRANTY REQUIRES THE ORIGINAL SIGNATURES OF AN OFFICER OF THE MANUFACTURER, AND THREE FULLY EXECUTED COPIES WILL BE PROVIDED TO THE OWNER AS A PREREQUISITE FOR PROJECT ACCEPTANCE. THE OWNER'S SIGNATURE SHALL NOT BE A REQUIREMENT FOR IMPLEMENTATION OF, OR CAUSE TO VALIDATE THE WARRANTY.

A SEPARATE AND INDEPENDENT WARRANTY SHALL BE ISSUED FOR EACH BUILDING OR INDEPENDENT ROOF SYSTEM IN THE CASE OF MULTIPLE BUILDINGS OR MIXED ROOFED PROJECTS.

PROJECT DATA / SIGNATORS

Building/Project Description: _____

Roof Type and Quantity: _____

Location: _____

State I.D. (if Exist. Bldg.): _____

Site Code: _____

State Project No. & WBS: _____

Date of Project Acceptance/Commencement of Warranty: _____ Ends: _____

Manufacturer:

Manufacturer

S _____ Title _____ Date _____

ADDITIONAL PARTIES FOR FILE AND RECORD

File Reference:
Contractor or
Roofing Contractor

Name: _____

Address: _____

Phone No.: _____

File Reference #2:
Contractor or
Roofing Contractor

Name: _____

Address: _____

Phone No.: _____

Direct to:

STATE of LOUISIANA (Owner)
DIVISION OF ADMINISTRATION
Facility Planning and Control
Statewide Roofing Program
PO Box 94095
Baton Rouge, Louisiana 70804-9095

February 2026

20 Year Manufacturer Warranty
Page 4 of 4
Proj No. & WBS: _____

SECTION 01 00 00 - GENERAL REQUIREMENTS

PART 1 GENERAL

1. CONTRACTOR SUBMITTALS: Prior to the approval of the Contractor's Initial Pay Application, the following shall be submitted for approval by the A/E and review by the Owner:
 - a. Progress Schedule.
 - b. Schedule of Values
 - c. List of ALL Subcontractors, Principal Suppliers & Fabricators, and Specialty Systems Contractors.
 - d. List of Contractor's staff assignments and principal consultants.
 - e. Breakdown of DBE Subcontractors participating in the project, and the total percentage of participation reached.
2. PROGRESS SCHEDULE: Contractor shall submit his/her proposed Construction Progress Schedule to the Owner and the A/E at the Pre-Construction Meeting. The Schedule shall clearly identify the following:
 - a. The Substantial Completion of the project within the Contract Time; include consideration for Weather Days.
 - b. Shall be UPDATED concurrent with each Progress Payment Application.
3. SCHEDULE OF VALUES: Contractor shall prepare his/her Schedule of Values for each Work Line Item in accordance with the General Conditions.
4. CONTRACTOR'S INITIAL PAYMENT APPLICATION:
 - a. Cover data submitted on AIA Document G702 (no substitutions) with all required information and signatures.
 - b. Allowed to use legible computer printouts outlining Work Line Items and Schedule of Values and Stored Materials in format similar to AIA Document G702 Continuation Sheets.
 - c. Must bear A/E approval signature prior to review/approval action by the Owner.
 - d. Owner will not approve for payment until all data listed in item #2 above has been submitted and approved.
 - e. Payment will be made in accordance with Owner's published schedule pending timely receipt & approval action.
5. CONTRACTOR'S PROGRESS PAYMENT APPLICATIONS:
 - a. Shall comply with items #4a, 4b, 4c, and 4e above.
 - b. Contractor shall concurrently submit UPDATED Progress Schedules and Submittal Schedules.
 - c. Shall include payment adjustments for FULLY EXECUTED Change Orders.
 - d. Affidavits of major subcontractors for no claims.
6. CONTRACTOR'S FINAL PAYMENT APPLICATION:
 - a. Shall comply with items #4a, 4b, 4c, and 4e above.
 - b. Shall be clearly marked "**FINAL**".
 - c. Payment will be made ONLY after satisfactory completion of all Contract Close-Out items.
 - d. Payment after submission of clear lien and privilege certificate.
 - e. Shall be submitted at closeout meeting with all closeout documents.
7. PROJECT SIGN:
 - a. The Contractor will be responsible for the 4' x 8' sign.

8. RECORD DOCUMENTS:
 - a. Contractor shall maintain one clean set of Contract Documents at the project site for the sole purpose of identifying by date and/or authority all As-Built conditions and authorized modifications as they occur during the progress of the Work. Particularly important is the documentation of locations for underground and underslab items.
 - b. Contractor shall maintain an orderly file at the project site of all "APPROVED" and "APPROVED AS NOTED" submittals, shop drawings, etc.
 - c. At completion of the project, the Contractor shall transmit the on-site As-Built Documents to the A/E; the A/E shall transcribe all information to create one set of RECORD DOCUMENTS to be sent to the Owner for file.
9. OPERATION & MAINTENANCE ("O&M") MANUALS:
 - a. Owner requires one complete set.
 - b. Contractor shall logically organize (using index tabs) into a set of manageable size, heavy-duty, transparent spine label, **three-ring binder** clearly identifying the Project Name, and general content of each binder.
 - c. The A/E shall review the O&M manuals for completeness & correctness prior to transmitting to the Owner for file.
10. CONTRACTOR CLOSE-OUT MATERIALS:
 - a. Provide quantities of attic stock maintenance materials as specified in locations designated by the Owner.
 - b. Mount framed-under-glass valve tag schedules in Mechanical Room.
 - c. Provide required extra sprinkler heads and tools in cabinet in Sprinkler Valve area.
 - d. Mount framed-under-glass fire annunciator wiring diagram.
11. CONTRACTOR CLOSE-OUT DOCUMENTS:
 - a. Owner requires one complete set in 3-ring binders.
 - b. Contractor shall logically organize similar to O&M manual criteria.
 - c. A/E shall review (and sign where required) prior to transmitting to the Owner at the closeout meeting for further action & file.
 - d. Required documents include, but may not be limited to, originals and copies of the following:
 1. Final Occupancy Certificate.
 2. General Contractor's Warranty.
 3. All Subcontractor & Specialty Contractor Warranties.
 4. All Manufacturer Warranties.
 5. All Extended (longer than 1 year) Warranties.
 6. Executed Certificate of Substantial Completion.
 7. Executed Consent of Surety.
 8. Executed Waivers of Liens.
 9. Signed-off Acknowledgements of Instruction.
 10. Signed-off Acknowledgement of Receipt of Keys.
 11. Statutory Affidavit.
 12. Non-Influence Affidavit.
 13. Valve Tag Schedule.
 14. Acknowledgement of satisfactory completion of Punch List Items
 15. No Hazardous Material Certification.
 16. Boiler Inspection Certificates from State Inspector.
 17. Elevator Inspection Certificate

13. HAZARDOUS MATERIALS:
- a. Contractor shall include in the Close-Out Documents a Certification Warranty Statement that no hazardous materials (containing asbestos, PCB, etc.) were incorporated into the Work.
 - b. Contractor is advised that the Owner will perform post-construction verification analyses of the project to confirm the Contractor-certified absence of hazardous materials. If hazardous materials are found to exist, the Contractor shall pay ALL costs for the testing, abatement, and replacement with non-hazardous materials.

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
 - 1. Substitutions for Convenience (as defined in this Section): Will only be considered in the Bidding Phase only in accordance with the Instructions to Bidders.
- B. Related Requirements:
 - 1. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 2. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

1.03 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.04 ACTION SUBMITTALS

- A. Substitution Requests: Submit electronic 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 (During Construction):
 - 2. Substitution Request Form (Bidding Phase):. Submit during the bidding phase for consideration of substitutions prior to submittal of bids in accordance with the Instructions to Bidders.
 - 3. 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 revisions 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.
4. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation. Within seven 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 seven 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.

1.05 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.06 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 PRODUCTS

2.01 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on 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. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.

- i. 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:
 - 1. General: Architect will consider requests for substitution if received within 7 working days of the bid opening date, as per Instructions to Bidders. Requests received after that time will not be considered by Architect.
 - 2. Conditions for Consideration: 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:
 - a. 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.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
 - j. 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.

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. General Conditions, Article 7 "Changes in the Work".
 - 2. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.03 PROCEDURES

- A. As part of the Pre-Construction Conference submittals, the Contractor is to submit the items requested by General Conditions Section 7.1.4.
- B. In the event of overlap or conflict is discovered between this Section and the requirements of the General Conditions, Article 7; then the more stringent requirement relating to Change Orders and Construction Change Directives will govern.
- C. All Requests for Change (RFCs), Change Order Requests (CORs), Change Proposal Requests (CPRs), etc. shall be submitted to Architect electronically in PDF format.

1.04 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."

1.05 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. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a change 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 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 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.06 CHANGE ORDER PROCEDURES

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

1.07 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

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 01300 "Submittal Procedures" for administrative requirements governing the preparation and submittal of submittal schedule.
 - 3. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.03 DEFINITIONS

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

1.04 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the initial schedule of values to Architect and Owner at the Pre-Construction Conference, on the Schedule of Values form provided as part of these Specifications.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. State project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange schedule of values consistent with format of Schedule of Values included as part of these Specifications.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 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.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

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.

1.05 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 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: Progress payments shall be submitted to Architect seven days before the regularly scheduled monthly progress meeting. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 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 for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Materials previously stored and included in previous Applications for Payment.
 - b. Work completed for this Application utilizing previously stored materials.
 - c. Additional materials stored with this Application.
 - d. Total materials remaining stored, including materials with this Application.
- F. Transmittal: Submit three 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.

- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. 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. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 5. Products list (preliminary if not final).
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire Owner's insurance.
 17. Fixed job site overhead cost itemized as per 7.1.4, General Conditions of the Contract for Construction as amended herein
- I. 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.
- J. 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 EXECUTION (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 01 70 00 "Closeout Procedures" for coordinating closeout of the Contract.

1.03 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.04 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form to be submitted at the Preconstruction Conference:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.05 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule Pre-Install conferences for all major items to be incorporated in project.
 - 2. 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.
 - 3. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 4. Make adequate provisions to accommodate items scheduled for later installation.
- 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 to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.06 KEY PERSONNEL

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.07 REQUESTS FOR INFORMATION (RFIS)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI electronically via email to architect.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

- a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by after 1:00 p.m. will be considered as received the following working day.
 - 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were dropped and not submitted.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
 - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
 - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.08 PROJECT MEETINGS

- A. General: Architect will schedule and conduct meetings and conferences at Project site, unless otherwise indicated. Contractor to be responsible for preparation of agendas and recordation of all meeting minutes.
 - 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: Contractor to prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting. Contractor to solicit comments on meeting minutes and promptly issue corrected versions if necessary.

- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 10 days after Notice of Award.
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. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Submittals: Refer to General Conditions for listing of items required to be submitted at Preconstruction Conference.
 3. Location: Contractor to provide suitable indoor meeting space on the site with table and chairs for at least twelve (12) persons.
 4. 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. Lines of communications.
 - f. Discuss need for weekly project meetings in addition to monthly progress meetings.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs.
 - i. Procedures for testing and inspecting. Contractor shall not directly contact Owner's testing agency for any reason, rather Contractor shall notify Architect in advance of any required construction or materials testing that is to be performed. Architect in turn shall promptly notify Program Manager who will schedule Testing Agency's presence.
 - j. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.
 - l. Discuss required pre-installation conferences.
 - m. Submittal procedures.
 - n. Preparation of record documents.
 - o. Use of the premises.
 - p. Work restrictions.
 - q. Working hours.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - a'. Security - discuss requirements for credentialing of workers, uniform requirements, drug-testing, etc.
 - aa. Progress cleaning.
 5. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Architect will conduct progress meetings once a month, as well as weekly if determined necessary during Pre-Construction Conference.
1. Date of monthly progress meetings will be coordinated and determined at Pre-Construction Conference.
 2. Attendees: In addition to representatives of Owner, 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 meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been approved. Issue revised schedule concurrently with the report of each meeting.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Startup construction schedule.
 - 2. Contractor's construction schedule - broken down by individual building.
 - 3. Construction schedule updating reports.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Site condition reports.
 - 7. Special reports.
- B. Related Requirements:
 - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.03 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.
- C. 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.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is for the exclusive use or benefit of the Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

1.04 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
 - 2. Two paper copies.
- B. Startup construction schedule.
 - 1. Approval of cost-loaded start-up construction schedule will not constitute approval of schedule of values for cost-loaded activities.

- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
 - 4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment, in formats indicated in Paragraph 1.04.A. of this Section.
- G. Daily Construction Reports: Submit at weekly intervals.
- H. Material Location Reports: Submit at monthly intervals.
- I. Field Condition Reports: Submit at time of discovery of differing conditions.
- J. Special Reports: Submit at time of unusual event.
- K. Qualification Data: For scheduling consultant.

1.05 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints, including work stages and interim milestones.
 - 4. Review submittal requirements and procedures including review time required for review of submittals and resubmittals.
 - 5. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 6. Review time required for completion and startup procedures, including commissioning activities.
 - 7. Review and finalize list of construction activities to be included in schedule.
 - 8. Review procedures for updating schedule.

1.06 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, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 PRODUCTS

2.01 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. General: Construction schedule to be divided by individual building.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 30 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 4. Approved Changes: Include any approved changes to Contract Time as a separate task/line item on schedule.
 5. Startup and Testing Time: Include not less than 15 days for startup and testing.
 6. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 7. Punch List and Final Completion: Include not more than 45 days for punch list and final completion.
- D. 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. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Uninterruptible services.
 - b. Partial occupancy before Substantial Completion.
 - c. Use of premises restrictions.
 - d. Provisions for future construction.
 - e. Seasonal variations.
 - f. Environmental control.
 3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.

- j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion, and the following interim milestones listed by individual buildings:
 - 1. Coordination Drawing(s) submittal and approval.
 - 2. Building(s) under cover.
 - 3. Building(s) enclosed and secured.
 - 4. Building(s) connected to utility services.
 - 5. Building(s) operating under permanent electrical power.
 - 6. Building(s) operating with permanent HVAC providing temperature and humidity control.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
 - 1. Refer to Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- G. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- I. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules, that establishes fixed activity identification numbers, such as Primavera or similar.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using software that is AON (activity-on-node) based with diagrams presented in Gantt charts, including a table that identifies activity number, activity descriptions, planned and actual start and finish dates, original and remaining durations and total float. Schedule is to be divided by individual buildings.
 - 1. Incorporate calendars within all activities that identify work periods (5-day, 6-day, or 7-day work weeks), and identify non-work periods such as holidays, adverse weather, and any other non-work days.
 - 2. The baseline as-planned schedule must be planned within the Contract Time. No as-planned original schedule shall be planned with early completion dates - all Contract Time as stated in the Contract must be used for scheduling purposes. No compensation or extensions of time shall be granted for early planned completion.
- B. Start-up Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
 - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice to Proceed.

- a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to correlate with Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing.
 - j. Punch list and final completion.
 - k. Activities occurring following final completion.
 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
- E. Contract Modifications: For any claim by the Contractor that a changed condition (including unforeseen conditions, design changes, additional work, weather in excess of anticipated adverse weather, etc) that is alleged to have caused delay to the Work must be included within a copy of the then-current schedule as a network fragment ("fragnet") and submitted for approval. Only once such change has been approved may the Contractor include the change within subsequent schedules. Any and all claims for delay to the Work must be supported by the use of the approved CPM schedule in use at the time of the delay.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Principal events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the schedule of values).

- G. Schedule Updating: Any and all changes to original or updated schedules are to be reported to Owner with reason for change and details of changes made to schedule. Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 - 1. Identification of activities that have changed.
 - 2. Changes in early and late start dates.
 - 3. Changes in early and late finish dates.
 - 4. Changes in activity durations in workdays.
 - 5. Changes in the critical path.
 - 6. Changes in total float or slack time.
 - 7. Changes in the Contract Time.
- H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
 - 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 - 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 - 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 - 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.
- I. All schedules, including the original schedule, must be approved by Owner prior to use.

2.03 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site: Daily reports are to be submitted electronically via www.archittrek.com.
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (refer to special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Equipment or system tests and startups.
 - 18. Partial completions and occupancies.
 - 19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
 2. Material stored prior to previous report and since removed from storage and installed.
 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.04 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- C. 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

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.03 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- D. Bluebeam Document (BSX): A standard file format licensed by Bluebeam Software, Inc. and available for use in creating, marking up, collaborating, and sharing PDF documents.

1.04 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.

- d. Name of subcontractor.
- e. Description of the Work covered.
- f. Scheduled date for Architect's final release or approval.
- g. Scheduled dates for installation.

1.05 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be provided one time by Architect for Contractor's use in preparing submittals.
 - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings within 21 days of receiving request for files.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD 2010 or higher.
 - c. Contractor shall execute a data licensing agreement in the form of the Architect's
 - d. CAD Release Form included at the end of this Section.
 - e. The following plot files only will be furnished for each appropriate discipline:
 - 1) Floor plans.
 - 2) Reflected ceiling plans.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 - 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned Architect before being returned to Contractor.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LHS-061000.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Architect.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 PRODUCTS

2.01 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Email electronic submittals as PDF electronic files directly to the architect.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures", including Owner's closeout checklist included as part of Section 01 77 00 and any other forms as required by General Conditions.
 - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Full range of color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before or concurrent with Samples.
 - 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- 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, unless submittal based on Architect's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.

- g. Seal and signature of professional engineer if specified.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
- 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
 - b. Hard copies - 2 sets of drawings that are larger format than 8-1/2 by 11 inches ONLY.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 - 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit sets of Samples. Architect will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.

2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."
 - G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
 - H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
 - I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
 - J. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
 - K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
 - L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
 - M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 - P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 - Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 - R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 - S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.

- T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- V. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- W. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.02 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file 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

3.01 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

3.02 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, as follows:
 - 1. Final Unrestricted Release: When the Architect marks a submittal "Approved," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
 - 2. Final-But-Restricted Release: When the Architect marks a submittal "Approved as Noted," the Work covered by the submittal may proceed provided it complies with notations or

corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.

3. Returned for Resubmittal: When the Architect marks a submittal "Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - a. Do not use, or allow others to use, submittals marked "Revise and Resubmit" or "Rejected" at the Project Site or elsewhere where Work is in progress.
 4. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Architect will return the submittal marked "Action Not Required."
- 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 prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions of the Contract and Supplementary Conditions and Division 1 Specification Sections, apply to this Section. When the Standard General Conditions of the Contract and Supplementary Conditions conflict with this Section, the Standard General Conditions of the Contract and Supplementary Conditions shall govern.
- B. This information is intended to supplement the Louisiana Department of Transportation (DOTD) Standard Specifications for Roads and Bridges, most recent edition, which is incorporated by reference. In the event that a conflict between any provision of these specifications and any reference specification should arise, the most stringent provision shall apply.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Section:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

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

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts with 1-5/8-inch- OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain- link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8- inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts.

PART 3 TEMPORARY FACILITIES (as needed)

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Drinking Water
 - 3. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 - 4. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

3.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC 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 4 EXECUTION

4.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

4.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Connect temporary service to Owner's existing power source, as directed by Owner.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

4.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated on Drawings.
 - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. 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.
- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

4.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Comply with requirements of 2003 EPA Construction General Permit and requirements specified in Division 31 Section "Site Clearing."
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to the Stormwater Pollution Prevention Plan and requirements of 2003 EPA Construction General Permit.
- D. Stormwater Control: Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Comply with requirements specified in Division 01 Section "Temporary Tree and Plant Protection."

- F. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- H. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- I. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- K. Temporary 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.

4.5 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. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 01 25 00 "Substitution Procedures" for requests for substitutions.

1.03 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," 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 additional manufacturers named in the specification.

1.04 ACTION SUBMITTALS

- A. Comparable product requests or substitutions for the Contractor's convenience will not be considered after award of bid unless otherwise indicated.
- B. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. 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 seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.05 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- 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 determine compliance with the Contract Documents and to determine 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. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 6. Protect stored products from damage and liquids from freezing.
 - 7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.07 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Owner's Special Warranties forms are included as part of Section 01 77 00 "Closeout Procedures".
 - 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 indicated form properly executed.

3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

PART 2 PRODUCTS

2.01 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Products specified with "or equal" provisions will only be considered after award of bid at the discretion of the Architect. Refer to Section 01 25 00 "Substitution Procedures" for requests for "or equal" products.
- B. Product Selection Procedures:
 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered after award of bid unless otherwise indicated.
 - b. Non-restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 - b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
 - c. Comparable products or substitutions for Contractor's convenience will not be considered after award of bid unless otherwise indicated.
 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or

indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- a. Comparable products or substitutions for Contractor's convenience will not be considered after award of bid.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.02 COMPARABLE PRODUCTS

- A. Comparable products or substitutions for Contractor's convenience will not be considered after award of bid unless otherwise indicated.
- B. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 1. Evidence that the proposed product does not require 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

SECTION 01 73 00 - EXECUTION

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Requirements:
 - 1. Section 01 33 00 "Submittal Procedures" for submitting surveys.

1.03 DEFINITIONS

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

1.04 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Fire-detection and -alarm systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.
 - k. Operating systems of special construction.
 - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

- a. Water, moisture, or vapor barriers.
- b. Membranes and flashings.
- c. Sprayed fire-resistive material.
- d. Equipment supports.
- e. Piping, ductwork, vessels, and equipment.
- f. Noise- and vibration-control elements and systems.
- 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 PRODUCTS

2.01 MATERIALS

- A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Existing Conditions: The existence and location of utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of utilities, mechanical and electrical systems, and other construction affecting the Work.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before

fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.03 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 limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim 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.

3.04 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.05 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- 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. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.06 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.07 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 4. Provide rodent and pest control during construction.
- B. Site: Maintain Project site free of waste materials and debris.
1. Staging, dumpster, worker-parking and trailer areas are required to be kept clean, orderly and debris-free during construction, including regular mowing and trimming of undisturbed lawn areas, fencelines and areas within tree protection zones.
- 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: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to 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.

3.08 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- 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: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.09 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.

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. 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

SECTION 01 73 29 – CUTTING AND PATCHING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section Includes the following
 - 1. Summary: Definitions
 - 2. Submittals
 - 3. Safety and Quality Requirements
 - 4. Materials
 - 5. Inspection
 - 6. Preparation and Performance
- B. Refer to other Sections of these Specifications for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
- C. Coordinate cutting and patching with demolition requirements. Demolition of selected portions of the building for alterations is included in Section 02 41 19.
- D. 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 condition.
- E. All cutting and patching shall be the responsibility of the Mechanical, Electrical or other contractor requiring this work. All costs shall be paid by the Contractor needing this work.
- F. All patching shall be done by the General Contractor, who shall be reimbursed by the Contractor doing or requiring the cutting work.

1.02 SAFETY AND QUALITY REQUIREMENTS

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce the load-carrying capacity or load deflection ratio. Obtain approval from the Architect of the Cutting and Patching Plan before cutting and patching structural elements.
- B. 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 Architect's opinion, result in lessening the building's aesthetic qualities or would result in substantial visual evidence of cut-and-patch work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General: Except as otherwise indicated, use materials for cutting and patching that are identical or as close-there-to as existing materials with regard to visual effect. Use material for cutting and patching that will result in equal-or-better performance characteristics.
- B. Where and when directed by Architect, the Contractor shall attempt to remove and retain material noted to be (removed by demolition); this material, if in acceptable condition to the Architect, may be used in areas requiring patching.

PART 3 EXECUTION

3.01 INSPECTION

- A. Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including structural, mechanical and electrical trades. Coordinate trades, resolve areas of potential interference and conflict between the various trades.

3.02 PREPARATION AND PERFORMANCE

- A. General:
 - 1. Temporary Support: To prevent failure, provide temporary support of work to be cut.
 - a. Where cutting and patching of structural work involves the addition of reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with original structure to satisfy requirements.
 - 2. Protect other work during cutting and patching to prevent damage.
 - 3. Take precaution not to cut existing operating (i.e. utilities) and safety elements of the building.

SECTION 01 73 29 – CUTTING AND PATCHING

4. Cut the work using methods that are least likely to damage work to be retained or adjoining work.
5. 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.
6. Patching: Patch with seams, which are durable and as invisible as possible. Comply with specified tolerances for the work.
7. Where removal of walls or partitions extends from one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance.
8. 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.
9. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.
10. Provide Firestopping at penetrations through fire rated walls, floors or ceilings.

END OF SECTION

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
 - 6. Correction period inspection.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for progress cleaning of Project site.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 4. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.03 DEFINITIONS

- A. Closeout is hereby defined to include the general requirements near the end of the Contract Time, in preparation for substantial completion, final acceptance, final payment, normal termination of the Contract, occupancy by the Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in the sections of Division 1 through 33. The time of closeout is recognized to be directly related to "Substantial Completion", and therefore may be either a single time period for the entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates.
- B. After the Contractor receives an executed copy of "A Notice of Substantial Completion" of the project, he shall prepare, assemble and transmit the documents, brochures and drawings herein required in one package and turned in at a closeout meeting to achieve Final Completion.

1.04 SUBMITTALS

- A. General: Specific requirements for submittal documents are indicated in individual Sections of these Specifications. The general requirements are indicated in this Section.
- B. Statutory and Non-Influence Affidavits (General Contractor and Subcontractor): Before final acceptance of the Work, the General Contractor shall furnish Statutory and Non-Influence Affidavits on the forms attached.
- C. Inspection Reports: Secure and submit to the Owner, through the Architect, a certification from the local governmental agency or agencies that the construction has been inspected as required by laws or ordinances and that the building is acceptable for occupancy. (Certificate of Occupancy)
- D. Certificate of Substantial Completion and Certificate of Final Completion: A Certificate of Substantial Completion on AIA Form No. G704, for the project will be prepared by the Architect for the purpose of establishing a date when the project is substantially complete, identification of a punch list and determining actual damages or liquidated damages.

- E. Thereafter, the Owner will issue a Notice of Acceptance, which the Contractor shall immediately record with the Clerk of Court for the 19th Judicial District Court, Parish of East Baton Rouge, Louisiana and provide the recording information to the Architect and the Owner.
- F. Submit a Certificate of Final Completion on final inspection of the project verifying that punch list items are complete and all closing documents are in order, as shown by the accompanying project close-out check off list, and that all final payments are in order and establishing a date of final acceptance.
- G. As-Built Storm water Detention Facility: On projects incorporating new or modified detention facilities, the Contractor shall secure the Engineer's Certificate, executed on the form attached to this Section, and submit triplicate copies thereof to the Architect prior to the Architect's issuance of the Substantial Completion Certificate

1.05 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete. As per the General Conditions, valuation of items requiring completion and/or correction is to be calculated at 125% of the value of each item.
- B. Contractor to reference Owner's General Conditions Article 9.8 for additional requirements prior to Substantial Completion.
- C. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 - 5. Submit test/adjust/balance records.
 - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- D. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Submit last progress-payment request, with sworn statement showing 100 percent completion of the work, complete with associated releases, consents and supports.
 - 2. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
 - 3. Fire Extinguishers: Leave extinguishers charged and ready for use. Extinguishers shall bear a tag showing the date tested and by whom. All costs incurred shall be borne by the Contractor.
 - 4. Valve Tag Schedules: Furnish two (2) copies of schedules with the Close-Out Documents and mount one additional copy, framed under glass, in mechanical room.

5. Advise Owner of pending insurance changeover requirements.
 6. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 7. Complete startup and testing of systems and equipment.
 8. Perform preventive maintenance on equipment used prior to Substantial Completion.
 9. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
 10. Advise Owner of changeover in heat and other utilities.
 11. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 12. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- E. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection 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.

1.06 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures", with releases and supports not previously submitted and accepted.
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
 5. Submit record drawings, and similar final record information.
 6. Complete final cleaning.
 7. Submit a lien and privilege certificate from the Clerk of Court, 19th Judicial District Court, Parish of East Baton Rouge, dated at least forty-six (46) days after the date of the recording of the owner's acceptance of the Project.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.07 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if

necessary, areas disturbed by Contractor that are outside the limits of construction. Use a mutually agreed to format for listing incomplete items.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
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.
4. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Architect will return annotated file.

1.08 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: 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, or when delay in submittal of warranties might limit Owner's rights under warranty.
- 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 Project Manual.
 1. The words "Warranty" and "Guarantee" as used anywhere in the text of the Contract Documents shall be interchangeable and synonymous meaning "a legally binding guarantee".
 2. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 3. 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.
 4. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 5. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 6. Specific warranties do not diminish implied warranties, and shall not deprive the Owner of actions, rights and remedies otherwise available to him for the General Contractor's failure to fulfill requirements of the Contract Documents. Periods of warranties shall not be interpreted as limitations on the time in which the Owner can pursue actions, rights or remedies.
 7. Coincidental product warranties, which are in conflict with the requirements of the Contract Documents, will be rejected.
 8. Warranties: Refer to individual Sections for requirements. (Submit on Form attached.)
 9. All warranties shall commence on the date of Substantial Completion of Work or designated portion thereof or the date the maintenance and operating manuals are submitted, whichever date is the latest.
 10. All warranties shall cover all costs for necessary material and labor to promptly replace or restore the failing unit of work and other work damaged from its failure.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.01 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

3.01 CLOSEOUT PROCEDURES

- A. General Maintenance Instructions: Prior to requesting Architect's inspection for certification of Substantial Completion, arrange for each installer of work requiring maintenance (by the Owner) or operation, to meet with the Owner's personnel, in the Architect's presence, at the project site, to provide basic instructions needed for proper operation and maintenance of the entire Work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, and similar shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable guarantees, warranties, agreements to maintain, bonds, and similar continuing commitments.
- B. Listing of Instructions: See "Acknowledgement of Instruction" form at the end of this section. Fill-out one form for each of the items, and submit with Close-Out Documents. Specifically, but not necessarily by way of limitation, provide instruction to Owner's personnel on the following categories of Work:
 - 1. Builders Hardware
 - 2. Cleaning & Care of Hard Tile Surfaces
 - 3. Cleaning & Care of Resilient Floor and Base
 - 4. Cleaning & Care of Carpet
 - 5. Cleaning & Care of Painted Surfaces
 - 6. Operation of Fire Extinguishers
 - 7. Food Service Equipment
 - 8. Walk-in Cooler & Freezer
 - 9. Rooftop HVAC Systems
 - 10. Fans
 - 11. HVAC Controls
 - 12. Plumbing Fixtures
 - 13. Water Heaters
 - 14. Motor Starters
 - 15. Fire Dampers
 - 16. Lighting Fixtures
 - 17. Fire Alarm System
 - 18. Burglar Alarm System
 - 19. Intercom System
 - 20. Master Television System
 - 21. Emergency Generator
 - 22. Electric Heat Units
 - 23. Kitchen Fire Suppression System
 - 24. Elevator
- C. Keys: Transmit keys, except construction master keys directly to Owner from hardware supplier. Hardware supplier shall index, tag and place keys in key cabinet (when applicable) as described below. Secure from the Owner or his designated agent a signed receipt acknowledging receipt of keys and key schedule. Retain one (1) copy and forward two (2) copies of receipt to Architect.
 - 1. Keys shall be tagged, indexed and submitted to the Owner. Keys shall be tagged as follows: One key (record key) for each lock or lockset shall be placed on a numbered tag

having a non-opening clip. The remaining key(s) (Use Keys) for the lock or lockset shall be placed on a numbered tag board having the same number as the tag for the Record Key, both numbered tags containing the keys shall then be placed on the corresponding numbered hook in the key cabinet if sufficient capacity exists. If not, bag and turn over to Owner. Record Key tags shall be hexagonal shaped, red in color, with numbers embossed in white. Use key tags shall be trilobal in shape, white in color, with numbers embossed in black.

2. Contractor shall provide Owner with an index (by tag number) in sequential order giving a description of the location of the lock or lockset that the corresponding key operates, additionally, the Contractor shall provide the Owner with index (by Key number) in sequential order giving a description of the location of the lock or lockset that the corresponding key operates. Indexes shall be typed and on the forms furnished with the key cabinet for each type index required. If no forms are furnished with the key cabinet, Contractor may use 20-weight bond paper for typing indexes.

3.02 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion and for Final Completion for entire Project or for a designated 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; clean according to manufacturer's recommendations 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. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

- p. Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
 - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - r. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Division 01 Section "Temporary Facilities and Controls." Prepare written report.

3.03 CONTINUING INSPECTIONS

- A. Except as otherwise required by special guarantees, warranties, agreements to maintain, workmanship bonds, and similar continuing commitments, comply with the Owner's requests to participate in inspections at the end of each time period of such continuing commitments.

3.04 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
 - 1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.03 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.04 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect and Commissioning Authority will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 - 2. One paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Authority will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 PRODUCTS

2.01 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.02 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- 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 the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Architect.
 - 7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 - 8. 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.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- 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.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. 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 storage media for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 5. 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.

2.03 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
 2. Emergency instructions.
 3. 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:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- 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 the following, as applicable:
1. Instructions on stopping.

2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.04 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
 1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
 1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- 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.

2.05 PRODUCT MAINTENANCE MANUALS

- 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 and drawing or schedule designation or identifier where applicable.

- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.06 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- 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 and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

- 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.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 EXECUTION

3.01 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. 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.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. 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.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. 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.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. 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.
 - 2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."
- G. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.03 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit each drawing, whether or not changes and additional information were recorded.
 - c. Final Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit record BIM model file.
 - 3) Submit record digital data files and one set(s) of record digital data file plots.
 - 4) Plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- D. Reports: Submit written report indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 PRODUCTS

2.01 RECORD DRAWINGS

- A. Record BIM Model: Provide final BIM model with all As-Built conditions incorporated.
- B. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2.02 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy.

2.03 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

3.01 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. 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 and Construction Manager's reference during normal working hours.

END OF SECTION

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions of the Contract and Supplementary Conditions and Division 1 Specification Sections, apply to this Section. When the Standard General Conditions of the Contract and Supplementary Conditions conflict with this Section, the Standard General Conditions of the Contract and Supplementary Conditions shall govern.
- B. This information is intended to supplement the Louisiana Department of Transportation (DOTD) Standard Specifications for Roads and Bridges, most recent edition, which is incorporated by reference. In the event that a conflict between any provision of these specifications and any reference specification should arise, the most stringent provision shall apply.

1.2 SECTION INCLUDES

- A. Demolition of designated structures and appurtenances, backfilling, and removal of materials from Site.
- B. Demolition and removal of foundations and slabs-on-grade.
- C. Disconnecting and abandonment or removal of identified utilities.
- D. Filling or Removal of underground piping.

1.3 RECORD DRAWINGS

- A. Accurately record actual locations of abandoned utilities or subsurface obstructions remaining on Site.

1.4 REGULATORY REQUIREMENTS

- A. Comply with Laws and Regulations for demolition of structures, protection of adjacent structures, dust control, runoff control, and disposal.
- B. Obtain required permits from authorities.
- C. Notify affected Utility Companies and OWNER before starting Work and comply with their requirements.
- D. Do not close or obstruct roadways sidewalks hydrants without permits.
- E. Conform to procedures applicable when hazardous or contaminated materials are encountered.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Follow Section 31 00 00 Earthwork.

PART 3 EXECUTION

3.1 PREPARATION

- A. Provide, erect, and maintain temporary barriers and security devices.
- B. Protect existing landscaping materials, appurtenances, and structures which are not to be demolished.
- C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.
- D. Mark location of utilities.
- E. Remove all equipment, piping, electrical, and appurtenances.

3.2 DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent structures.
- B. Cease operations immediately if adjacent structures appear to be in danger. Notify Architect. Do not resume operations until directed.
- C. Conduct operations with minimum interference to public or private accesses. Maintain and protect egress and access at all times.
- D. Obtain written permission from adjacent property owners when demolition equipment will affect their property.
- E. Sprinkle Work with water to minimize dust. Provide hoses, water connections, and water for this purpose.
- F. Repair or replace structures, equipment, piping, etc., to remain in service damaged by demolition operations.

3.3 DEMOLITION

- A. Disconnect, remove, and cap all utilities designated within demolition areas as required. When piping is removed in an area to be abandoned by filling, remaining wall castings and pipes must be plugged by filling with a non-shrink grout or Class II concrete.
- B. Remove foundation walls and footings to a minimum of 3 feet below finished grade. Structures less than 5 feet in depth shall be removed entirely.
- C. Remove concrete slabs-on-grade.
- D. Backfill open areas resulting from demolition; follow Section 31 00 00 Earthwork.
- E. Remove remaining demolished materials from Site.
- F. Do not burn or bury materials on Site. Leave Site in clean condition.
- G. Remove temporary work.
- H. Fill and grade Site; follow Section 31 00 00 Earthwork.

- I. Seed all areas of fill and other earth areas disturbed by operations; follow Section 32 92 00 Turf and Grasses.

END OF SECTION

SECTION 055000 - METAL FABRICATIONS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Steel framing and supports for mechanical and electrical equipment.
 - 2. Steel framing and supports for applications where framing and supports are not specified in other Sections.
 - 3. Loose bearing and leveling plates for applications where they are not specified in other Sections.
- B. Products furnished, but not installed, under this Section include the following:
 - 1. Loose steel lintels.
 - 2. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.
 - 3. Steel weld plates and angles for casting into concrete for applications where they are not specified in other Sections.
- C. Related Requirements:
 - 1. Section 033000 "Cast-in-Place Concrete" for installing anchor bolts, steel pipe sleeves, slotted-channel inserts, wedge-type inserts, and other items cast into concrete.

1.03 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of metal fabrications that are anchored to or that receive other work. 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.

1.04 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide Shop Drawings for the following:
 - 1. Steel framing and supports for mechanical and electrical equipment.
 - 2. Steel framing and supports for applications where framing and supports are not specified in other Sections.
 - 3. Shelf angles.
 - 4. Loose steel lintels.
- B. Delegated-Design Submittal: For ladders and alternating tread devices, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Mill Certificates: Signed by stainless-steel manufacturers, certifying that products furnished comply with requirements.
- C. Welding certificates.
- D. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- E. Research/Evaluation Reports: For post-installed anchors, from ICC-ES.

1.06 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
 - 3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

1.07 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.02 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

2.03 FASTENERS

- A. General: Unless otherwise indicated, provide Type 316 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
 - 1. Provide stainless-steel fasteners for fastening aluminum.
 - 2. Provide stainless-steel fasteners for fastening stainless steel.
 - 3. Provide stainless-steel fasteners for fastening nickel silver.
 - 4. Provide bronze fasteners for fastening bronze.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.
- C. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 325, Type 3 (ASTM A 325M, Type 3); with hex nuts, ASTM A 563, Grade C3 (ASTM A 563M, Class 8S3); and, where indicated, flat washers.
- D. Stainless-Steel Bolts and Nuts: Regular hexagon-head annealed stainless-steel bolts, ASTM F 593 (ASTM F 738M); with hex nuts, ASTM F 594 (ASTM F 836M); and, where indicated, flat washers; Alloy Group 1 (A1).
- E. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.
 - 1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.
- F. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.

- G. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.
- H. Post-Installed Anchors: Torque-controlled expansion anchors.
 - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.
 - 2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (A1) stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).
- I. Slotted-Channel Inserts: Cold-formed, hot-dip galvanized-steel box channels (struts) complying with MFMA-4, 1-5/8 by 7/8 inches (41 by 22 mm) by length indicated with anchor straps or studs not less than 3 inches (75 mm) long at not more than 8 inches (200 mm) o.c. Provide with temporary filler and tee-head bolts, complete with washers and nuts, all zinc-plated to comply with ASTM B 633, Class Fe/Zn 5, as needed for fastening to inserts.

2.04 MISCELLANEOUS MATERIALS

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
- B. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- C. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- D. Concrete: Comply with requirements in Section 033000 "Cast-in-Place Concrete" for normal-weight, air-entrained, concrete with a minimum 28-day compressive strength of 3000 psi (20 MPa).

2.05 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
- J. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches (3.2 by 38 mm), with a minimum 6-inch (150-mm) embedment and 2-inch (50-mm) hook, not less than 8 inches (200 mm) from ends and corners of units and 24 inches (600 mm) o.c., unless otherwise indicated.

2.06 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.
 - 1. Fabricate units from slotted channel framing where indicated.
 - 2. Furnish inserts for units installed after concrete is placed.
- C. Fabricate supports for operable partitions from continuous steel beams of sizes indicated with attached bearing plates, anchors, and braces as recommended by partition manufacturer. Drill or punch bottom flanges of beams to receive partition track hanger rods; locate holes where indicated on operable partition Shop Drawings.
- D. Fabricate steel girders for wood frame construction from continuous steel shapes of sizes indicated.
 - 1. Provide bearing plates welded to beams where indicated.
 - 2. Drill or punch girders and plates for field-bolted connections where indicated.
 - 3. Where wood nailers are attached to girders with bolts or lag screws, drill or punch holes at 24 inches (600 mm) o.c.
- E. Fabricate steel pipe columns for supporting wood frame construction from steel pipe with steel baseplates and top plates as indicated. Drill or punch baseplates and top plates for anchor and connection bolts and weld to pipe with fillet welds all around. Make welds the same size as pipe wall thickness unless otherwise indicated.
 - 1. Unless otherwise indicated, fabricate from Schedule 40 steel pipe.
 - 2. Unless otherwise indicated, provide 1/2-inch (12.7-mm) baseplates with four 5/8-inch (16-mm) anchor bolts and 1/4-inch (6.4-mm) top plates.
- F. Galvanize miscellaneous framing and supports where indicated.
- G. Prime miscellaneous framing and supports with zinc-rich primer where indicated.

2.07 METAL LADDERS

- A. General:
 - 1. Comply with ANSI A14.3, except for elevator pit ladders.
 - 2. For elevator pit ladders, comply with ASME A17.1/CSA B44.
- B. Steel Ladders:
 - 1. Space siderails 16 inches (406 mm) apart unless otherwise indicated.
 - 2. Siderails: Continuous, 3/8-by-2-1/2-inch (9.5-by-64-mm) steel flat bars, with eased edges.
 - 3. Rungs: 3/4-inch- (19-mm-) diameter steel bars.
 - 4. Fit rungs in centerline of siderails; plug-weld and grind smooth on outer rail faces.
 - 5. Provide nonslip surfaces on top of each rung, either by coating rung with aluminum-oxide granules set in epoxy-resin adhesive or by using a type of manufactured rung filled with aluminum-oxide grout.
 - 6. Provide platforms as indicated fabricated from welded or pressure-locked steel bar grating, supported by steel angles. Limit openings in gratings to no more than 1/2 inch (12 mm) in least dimension.

7. Support each ladder at top and bottom and not more than 60 inches (1500 mm) o.c. with welded or bolted steel brackets.

2.08 LADDER SAFETY CAGES

- A. General:
 1. Fabricate ladder safety cages to comply with ANSI A14.3. Assemble by welding or with stainless-steel fasteners.
 2. Provide primary hoops at tops and bottoms of cages and spaced not more than 20 feet (6 m) o.c. Provide secondary intermediate hoops spaced not more than 48 inches (1200 mm) o.c. between primary hoops.
 3. Fasten assembled safety cage to ladder rails and adjacent construction by welding or with stainless-steel fasteners unless otherwise indicated.
 4. Provide at locations where ladder is longer than 20 feet.
- B. Steel Ladder Safety Cages:
 1. Primary Hoops: 1/4-by-4-inch (6.4-by-100-mm) flat bar hoops.
 2. Secondary Intermediate Hoops: 1/4-by-2-inch (6.4-by-50-mm) flat bar hoops.
 3. Vertical Bars: 3/16-by-1-1/2-inch (4.8-by-38-mm) flat bars secured to each hoop.
 4. Galvanize and prime ladder safety cages, including brackets and fasteners.
 5. Prime ladder safety cages, including brackets and fasteners, with zinc-rich primer.

2.09 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.
 1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.
- C. Galvanize and prime exterior miscellaneous steel trim.

2.10 LOOSE BEARING AND LEVELING PLATES

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.
- B. Galvanize plates.
- C. Prime plates with zinc-rich primer.

2.11 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Fabricate in single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.
- B. Size loose lintels to provide bearing length at each side of openings equal to 1/12 of clear span, but not less than 8 inches (200 mm) unless otherwise indicated.
- C. Galvanize and prime loose steel lintels located in exterior walls.
- D. Prime loose steel lintels located in exterior walls with primer specified in Section 099600 "High-Performance Coatings."

2.12 STEEL WELD PLATES AND ANGLES

- A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

2.13 PIPE GRID

- A. Pipe Grid at Broadcasting: 10'-0" by 25'-0" suspended at 13'-0" a.f.f. Provide (3) 1-1/2-inch Schedule 40 pipes at 25'-0". Provide (6) 1-1/2-inch Schedule 40 pipes at 10'-0". Rig with 1/4-inch 7-by-19 aircraft cable with turnbuckle rated for overhead lifting at each pick point for final leveling. Attach to pipe grid with H&H 680 clamps. Double wrap cable is not acceptable. Provide Mega Grid Clamps at crossovers.
- B. Pipe Grid at Broadcasting: 25'-0" by 25'-0" suspended at 13'-0" a.f.f. Provide (6) 1-1/2-inch Schedule 40 pipes at 25'-0". Provide (6) 1-1/2-inch Schedule 40 pipes at 25'-0". Rig with 1/4-inch 7-by-19 aircraft cable with turnbuckle rated for overhead lifting at each pick point for final leveling. Attach to pipe grid with H&H 680 clamps. Double wrap cable is not acceptable. Provide Mega Grid Clamps at crossovers.

2.14 FINISHES, GENERAL

- A. Finish metal fabrications after assembly.
- B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.15 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.
 - 1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
- B. Preparation for Shop Priming Galvanized Items: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with metallic phosphate process.
- C. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.
 - 1. Shop prime with primers specified in Section 099113 "Exterior Painting" unless zinc-rich primer is indicated.
- D. Preparation for Shop Priming: Prepare surfaces to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 - 1. Exterior Items: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 - 2. Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 - 3. Items Indicated to Receive Primers Specified in Section 099600 "High-Performance Coatings": SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 - 4. Other Items: SSPC-SP 3, "Power Tool Cleaning."
- E. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.
 - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

PART 3 EXECUTION

3.01 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.02 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.
- B. Anchor supports for operable partitions, overhead doors and overhead grilles securely to, and rigidly brace from, building structure.
- C. Support steel girders on solid grouted masonry, concrete, or steel pipe columns. Secure girders with anchor bolts embedded in grouted masonry or concrete or with bolts through top plates of pipe columns.
1. Where grout space under bearing plates is indicated for girders supported on concrete or masonry, install as specified in "Installing Bearing and Leveling Plates" Article.
- D. Install pipe columns on concrete footings with grouted baseplates. Position and grout column baseplates as specified in "Installing Bearing and Leveling Plates" Article.
1. Grout baseplates of columns supporting steel girders after girders are installed and leveled.

3.03 INSTALLING METAL BOLLARDS

- A. Fill metal-capped bollards solidly with concrete and allow concrete to cure seven days before installing.
1. Do not fill removable bollards with concrete.
- B. Anchor bollards in place with concrete footings. Center and align bollards in holes 3 inches (75 mm) above bottom of excavation. Place concrete and vibrate or tamp for consolidation. Support and brace bollards in position until concrete has cured.
- C. Anchor internal sleeves for removable bollards in place with concrete footings. Center and align sleeves in holes 3 inches (75 mm) above bottom of excavation. Place concrete and vibrate or tamp for consolidation. Support and brace sleeves in position until concrete has cured.
- D. Place removable bollards over internal sleeves and secure with 3/4-inch (19-mm) machine bolts and nuts. After tightening nuts, drill holes in bolts for inserting padlocks. Owner furnishes padlocks.
- E. Fill bollards solidly with concrete, mounding top surface to shed water.
1. Do not fill removable bollards with concrete.

3.04 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.
- B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 099123 "Interior Painting."
- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION

SECTION 05 51 50 – ALUMINUM LADDERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, and sill pans at storefront system, flashing at storefront system, trim on fascia and vertical wall above roof., and other items indicated.

1.1 SECTION INCLUDES

- A. Aluminum access ladders.

1.2 RELATED SECTIONS

- A. Section 05500 – Metal Fabrications: Fasteners and installation requirements used to attach ladders to structure.

1.3 REFERENCES

- A. AA – Aluminum Association.
- B. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- C. ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
- D. OSHA 1910.27 – Fixed Ladders.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product.
- C. Shop Drawings:
 - 1. Detail fabrication and erection of each ladder indicated. Include plans, elevations, sections, and details of metal fabrications and their connections.
 - 2. Provide templates for anchors and bolts specified for installation under other Sections.
 - 3. Provide reaction loads for each hanger and bracket.
- D. Qualification Data:
 - 1. Refer to Quality Assurance provisions for submittal requirements, evidencing experience, certifications and resources.
- E. Selection Samples: For each finish specified, two complete sets of color chips representing manufacturer's full range of available colors.
- F. Verification Samples: For each finish specified, two samples, minimum size 6 inches (150 mm) square, represent actual product color.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in producing aluminum metal ladders similar to those indicated for this Project.
 - 1. Record of successful in-service performance.
 - 2. Sufficient production capacity to produce required units.
 - 3. Professional engineering competent in design and structural analysis to fabricate ladders in compliance with industry standards and local codes.
- B. Installer Qualifications: Competent and experienced firm capable of selecting fasteners and installing ladders to attain designed operational and structural performance.
- C. Product Qualification: Product design shall comply with OSHA 1910.27 minimum standards for ladders.

D. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.

1. Install ladder in area designated by Architect.
2. Do not proceed with remaining work until workmanship and installation are approved by Architect.
3. Rework mock-up as required to produce acceptable work.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

1.7 PROJECT CONDITIONS

A. Field Measurements: Verify dimensions by field measurement before fabrication.

1. Established Dimensions: Where field measurements cannot be made without delaying the Work, indicate established dimensions on shop drawing submittal and proceed with fabrication.

1.8 WARRANTY

A. Manufacturer has responsibility for an extended Corrective Period for work of this Section for a period of 5 years commencing on the shipment date of the product against all the conditions indicated below, and when notified in writing from Owner, manufacturer shall promptly and without inconvenience and cost to Owner correct said deficiencies.

1. Defects in materials and workmanship.
2. Deterioration of material and surface performance below minimum OSHA standards as certified by independent third party testing laboratory. Ordinary wear and tear, unusual abuse or neglect excepted.
3. Within the warranty period, the manufacturer shall, at its option, repair, replace, or refund the purchase price of defective ladder.

B. Manufacturer shall be notified immediately of defective products, and be given a reasonable opportunity to inspect the goods prior to return. Manufacturer will not assume responsibility, or compensation, for unauthorized repairs or labor. Manufacturer makes no other warranty, expressed or implied, to the merchantability, fitness for a particular purpose, design, sale, installation, or use, of the ladder; and shall not be liable for incidental or consequential damages, losses of or expenses, resulting from the use of ladder products.

1.9 EXTRA MATERIALS

A. Furnish touchup kit for each type and color of paint finish provided.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers:

- a. O'Keeffe's Inc.
- b. Alaco

2.3 FINISHES

A. Mill finish. As extruded.

B. Clear Anodic Finish: AA-M10C22A41 Mechanical finish as fabricated. Architectural Class I, clear coating 0.018 mm or thicker.

2.4 MATERIALS

A. Aluminum Sheet: Alloy 5005-H34 to comply with ASTM B209.

B. Aluminum Extrusions: Alloy 6063-T6 to comply with ASTM B221.

2.5 FABRICATION

A. Rungs: Not less than 1-1/4 inches (32 mm) in section and 18-3/8 inches (467mm) long, formed from tubular aluminum extrusions. Squared and deeply serrated on all sides.

1. Rungs shall withstand a 1,500 pound (454 kg) load without deformation or failure.

B. Channel Side Rails: Not less than 1/8 inch (3 mm) wall thickness by 3 inches (76 mm) wide.

C. Heavy Duty Tubular Side Rails: Assembled from two interlocking aluminum extrusions no less than 1/8 inch (3 mm) wall thickness by 3 inches (76 mm) wide. Construction shall be self-locking stainless steel fasteners, full penetration TIG welds and clean, smooth and burr-free surfaces.

D. Walk-Through Rail and Roof Rail Extension: Not less than 3 feet 6 inches (1067 mm) above the landing and shall be fitted with deeply serrated, square, tubular grab rails.

E. Landing Platform: 1-1/2 inches (38 mm) or greater diameter, tubular aluminum guardrails and decks of serrated aluminum treads.

F. Ladder Safety Post: Retractable hand hold and tie off.

G. Rail and Harness Fall Arrest System: Supplied where specified as alternate to safety cage and landing platforms, in accordance with OSHA regulation 1910.27; permanently mounted to ladder rungs and complete with necessary components.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Coordinate anchorages. Furnish setting drawings, templates, and anchorage structural loads for fastener resistance.

B. Do not begin installation until supporting structure is complete and ladder installation will not interfere with supporting structure work.

C. If supporting structure is the responsibility of another installer, notify Architect of unsatisfactory supporting work before proceeding.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions and in proper relationship with adjacent construction.

3.3 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 06 10 00 – ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Concealed wood blocking for support where illustrated in drawings, and as required for attachment and support of doors, reinforcing, and trim.

1.02 REFERENCES

- A. ALSC (American Lumber Standards Committee) - Softwood Lumber Standards.
- B. ANSI A208.1 - Mat-Formed Wood Particleboard.
- C. APA (American Plywood Association).
- D. NFPA (National Forest Products Association).
- E. SPIB (Southern Pine Inspection Bureau).

1.03 QUALITY ASSURANCE

- A. Perform Work in accordance with the following agencies:
 - 1. Lumber Grading Agency: Certified by ALSC.
 - 2. Plywood Grading Agency: Certified by APA.

PART 2 - PRODUCTS

2.01 LUMBER MATERIALS

- A. Lumber Grading Rules: WWPA.
- B. Non-Structural Light Framing: 1x, 2x, and 4x Southern Pine species, 19 percent maximum moisture content pressure preservative treat.
- C. Plate, Nailers: Pressure treated Southern Pine.
- D. Plywood: APA rated appropriate for use; thicknesses as required to achieve detail requirements or as specifically indicated in drawings.

2.02 FACTORY WOOD TREATMENT

- A. Wood Preservative Pressure Treatment: AWWA Treatment C1 using water borne preservative with 0.25 percent retainage.
- B. Wood Preservative Surface Application: Clear type.
- C. Composite wood and agrifiber products are to contain no added urea-formaldehyde resins.
- D. Blocking above ceiling and interstitial spaces shall be fire-retardant.

PART 3 - EXECUTION

3.01 SCHEDULES

- A. Blocking: S/P/F species, 19 percent maximum moisture content, pressure preservative treatment.

END OF SECTION

SECTION 07 41 00 - FACTORY MANUFACTURED PREFORMED ROOF/ WALL R PANELS

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This section covers the pre-finished, pre-fabricated exposed fastener metal roof and wall system. All metal trim, accessories, fasteners, insulation and sealants indicated on the drawings as part of this section.
- B. Drawings and general provisions of the Contract, including general and Supplementary Conditions and Division 01 Specifications, apply to this section.
- C. Related Work Specified Elsewhere
 - 1. Roof Deck structural steel, flat roof systems, perimeter edge systems. Roof hatches, firestopping not included in this section.

1.2 SUMMARY

- A. Section Includes
 - 1. Factory formed exposed fastener metal roof and wall panels

1.3 DEFINITIONS

- A. Metal Roof/Wall Panel Assembly: Metal roof/ panels, attachment system components, miscellaneous metal framing, thermal, and accessories necessary for a complete weathertight roofing system.
- B. References:
 - 1. American Society for Testing and Materials (ASTM)
 - a. ASTM A 792: Steel Sheet, Aluminum-Zinc Alloy Coated by the Hot Dip Process
 - b. ASTM B 209: Aluminum and Aluminum Alloy Sheet and Plate
 - 2. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
 - a. SMACNA Architectural Sheet Metal Manual, 1993 edition
 - 3. American Iron and Steel Institute (AISI)
 - a. AISI Cold Formed Steel Design Manual
 - 4. Aluminum Association
 - a. Aluminum Design Manual
 - 5. Metal Construction Association
 - a. Preformed metal Wall Guidelines
 - 6. Code References
 - a. ASCE, Minimum Loads for Buildings and Other Structures
 - b. BOCA National Building Codes
 - c. UBC Uniform Building Code
 - d. SBC Standard Building Code

1.4 QUALITY ASSURANCE

- A. Manufacturer and erector shall demonstrate experience of a minimum of five (5) years in this type of project.
- B. Panels shall be factory-produced only. No portable, installer-owned or installer-rented machines will be permitted.

1.5 SUBSTITUTIONS

- A. The material, products and equipment specified in this section establish a standard for required function, dimension, appearance and quality to be met by any proposed substitution.
- B. Manufacturers listed in this section are prequalified manufacturers. Substitution of

manufacturer's products for those specified shall not be allowed at any time during construction.

1.6 SYSTEM DESCRIPTION

- A. Material to comply with:
 - 1. ASTM A792/A792M Standard Specification for Sheet Steel, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip process – 24 GA

1.7 ROOF SYSTEM PERFORMANCE TESTING

- A. General Performance: Metal roof/wall panels shall comply with performance requirements without failure due to defective manufacture, fabrication, installation or other defects in construction.
- B. Roof System shall be designed to meet Standard Building Code Wind Load requirements.
- C. Panels to meet:
 - 1. Roof/Wall System shall be designed to meet applicable Local Building Code and the System shall have tested by the Manufacturer per ASTM E-1592 and have the applicable Load Tables published from this testing for loads.

1.8 WARRANTIES

- A. Finish warranty: Manufacturer's standard form in which manufacturer agrees to repair finish or replace standing seam metal roof panels that show evidence of deterioration of factory-applied finish within specified warranty period.
 - 1. Exposed Panels Finish – deterioration includes the following:
 - a. Color fading more than 5 hunter units when tested according to ASTM D 2244
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214
 - c. Cracking, checking, peeling or failure of a paint to adhere to a bare metal.
 - 2. Warranty Period: 30 Years from the date of substantial completion
- B. Applicator shall furnish written warranty for a two (2) year period from date of substantial completion of building covering repairs required to maintain roof and flashings in watertight condition.
- C. **Standard warranty as required by Louisiana office of Facility Planning and Control. Refer to R-1 Roof Guarantee Document.**

1.9 SUBMITTALS

- A. Furnish detailed drawings showing profile and gauge of exterior sheets, location and type of fasteners, location, gauges, shape and method of attachment of all trim locations and types of sealants, and any other details as may be required for a weather-tight installation.
- B. Provide finish samples of all colors specified.
- C. Shop drawings: Show fabrication and installation layouts of metal roof panels, metal wall panels or metal soffit panels, details of edge conditions, side-seam joints, panel profiles, corners, anchorages, trim, flashings, closures and accessories, and special details. Distinguish between factory and field-assembled work
- D. Coordination Drawings: Roof plans, drawn to scale, on which the following are shown and coordinated with each other, based on input from installer of the items involved:
 - 1. Roof panels and attachments
 - 2. Metal trusses, bracings and supports
 - 3. Roof-mounted items including snow guards and items mounted on roof curbs.
- E. LEED Submittals
 - 1. Product Test reports for Credit SS 7.2. For roof panels, indicating that the panels comply with Solar Reflective Index requirement
 - 2. Product data for Credit MR 4.1 and credit MR 4.2: Indicating the percentages by weight of postconsumer and preconsumer recycled content for products having recycled content.

1.10 DELIVERY, STORAGE AND HANDLING

- A. Ordering: Comply with manufacturer's ordering instruction and lead time requirements to

- avoid construction delays.
- B. Deliver components, sheets, metal roof/wall panels and other manufactured items so as not to be damaged or deformed. Package metal roof/wall panels for protection during transportation and handling.
- C. Unload, store and erect metal roof/wall panels in a manner to prevent bending, warping, twisting and surface damage.
- D. Stack metal roof panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal roof/wall panels to ensure dryness. Do not store metal roof panels in contact with other materials that might cause staining, denting or other surface damage.
- E. Protect strippable protective coating on any metal coated product from exposure to sunlight and high humidity, except to the extent necessary for material installation.

1.11 PROJECT CONDITIONS

- A. Weather Limitations: proceed with installation only when existing and forecasted weather conditions permit metal roof panel work to be performed.
- B. Field Measurements: Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication.

1.12 COORDINATION

- A. Coordinate sizes and locations of roof curbs, equipment supports and roof penetrations with actual equipment provided.
- B. Coordinate metal roof panels with rain drainage work, flashing, trim and construction of decks, parapet walls and other adjoining work to provide a leakproof, secure and noncorrosive installation.

PART 2 – PRODUCTS

2.1 PANEL DESIGN

- A. General: Provide factory-formed, prefinished, lappable exposed fastener, structural ribbed metal roof/wall panel system, that has been pretested and certified by manufacturer to comply with specified requirements under installed conditions.
- B. Roof panels shall be exposed fastener
 - 1. R-36 panel, with 1/14" deep profile ribs, 12" on center, total coverage of Roof/Wall panels when installed shall be 36" coverage.
- C. Structural Requirements: Engineer panels for structural properties in accordance with latest edition of American Iron and Steel Institute's Cold Formed Steel Design Manual using effective width concept and Aluminum Associations Aluminum Design Manual.
- D. Forming: Use continuous end rolling method. No end laps on panels. No portable rollforming machines will be permitted on this project, no installer-owned or installer-rented machines will be permitted. It is the intent of the Architect to provide Factory-Manufactured panel systems only for this project.
- E. Panels shall be directly fastened to the substrate.
- F. The panel shall have an overlapping sidelap feature.

2.2 ACCEPTABLE MANUFACTURERS

- A. Petersen Aluminum Corporation
 - 1. R-36 Panel
- B. Imetco
- C. Fabral
- D. Prior Approved equal

2.3 MATERIALS AND FINISHES

- A. Preformed roofing panels shall be fabricated of
 - 1. 24 GA Steel

- B. Finish shall be Kynar 500 or Hylar 5000 Fluorocarbon coating with a top side film thickness of 0.70 to 0.90 mil over a 0.25 to 0.3 mil prime coat to provide a total dry film thickness of 0.95 to 1.25 mil, to meet AAMA 621. Bottom side shall be coated with a primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesions, flexibility and longevity as specified by Kynar 500 or Hylar 5000 finish supplier.
- C. If Strippable coating to be applied on the pre-finished panels to the top side to protect the finish during fabrication, shipping and handling, film shall be removed before installation.
- D. Trim: Trim shall be fabricated of the same material and finish to match the profile, and will be press broken in lengths of 10 to 12 feet. Trim shall be formed only by the manufacturer of their approved dealer. Trim to be erected in overlapped condition. Use lap strips only as indicated on drawings. Miter conditions shall be factory welded material to match the sheeting. Trim to be fabricated in accordance with standard SMACNA procedure and details.
- E. Closures: shall be pre-molded polyethylene to match the profile of the exposed fastener panel and shall be in lengths as supplied by the panel manufacturer.
- F. Accessories/Fasteners: Fasteners shall be of type, material, size, corrosion resistance, holding power and other properties required to fasten miscellaneous framing members to substrates. Accessories and their fasteners shall be capable of resisting the specified design wind uplift forces and shall allow for thermal movement of the roof panel system. Exposed fasteners shall not restrict free movement of the roof panel system resulting from thermal forces, except at designed points of roof panel fixity
 - 1. Fasteners shall have combination steel and EPDM washers
 - 2. Screws for panel to girt/purlins shall be sufficient to penetrate the supporting member by 1". All fasteners shall be applied in accordance with the fastening schedule as provided by panel manufacturer.
 - 3. Screws for flashings and sidelaps shall be #14 HHA x 3/4" sheet metal stitch screws. All accessories, flashings and sidelaps shall be fastened 12" OC.
- G. Substrate shall be
 - 1. Metal purlins
- H. Caulking: Shall be a polyurethane where it is exposed and there is no thermal movement. All caulking and sealing shall be done in a neat manner with excess caulking or sealant removed from exposed surfaces.
- I. Caulking shall be non-skinning, non hardening gun grade butyl sealant or butyl sealant tape with a minimum thickness of 1/8" where it is concealed and where thermal movement must be accommodated. All caulking or sealing shall be done in a neat manner with excess caulking or sealant removed from exposed surfaces.
- J. Vapor Retarder: retarder with a permeance of 0.05 or less as determined by ASTM 98.

2.4 FABRICATION

- A. Comply with dimensions, profile limitations, gauges and fabrication details shown and if not shown, provide manufacturer's standard product fabrication.
- B. Fabricate components of the system in factory, ready for field assembly.
- C. Fabricate components and assemble units to comply with fire performance requirements specified.
- D. Apply specified finishes in conformance with manufacturer's standard, and according to manufacturer's instructions.
- E. Panels are lappable. It is recommended that individual aluminum roof panels not exceed 16' in length and steel roof panels not exceed 32' in length for thermal movement reasons.
- F. Panels shall be roll formed on a stationary industrial type rolling mill to gradually shape the sheet metal. Portable rollformers rented or owned by the installer, are not acceptable.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Examine alignment of structural steel and related supports, primary and secondary roof framing, solid roof sheathing, prior to installation. Components should comply with shop drawings and be smooth, even, sound and free of depressions.
- B. For the record, prepare written report, endorsed by installer, listing conditions detrimental to

performance of the Work.

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FASTENERS

- A. Secure units to supports
- B. Place fasteners as indicated in manufacturer's standards.

3.3 INSTALLATION

- A. Panels shall be installed plumb and true in a proper alignment and in relation to the structural framing. The erector must have at least five years successful experience with similar applications.
- B. Install metal panels, fasteners, trim and related sealants in accordance with approved shop drawings and as may be required for a weather-tight installation. Conform to standards set forth in SMACNA architectural sheet metal manuals and approved shop drawings for this project.
- C. Remove all strippable coating and provide a dry-wipe down cleaning of the panels as they are erected.
- D. Install panel system so it is watertight, without waves, warps, buckles or distortions, and allow for thermal movement considerations.
- E. Abrasive devices shall not be used to cut on or near roof or wall panel system.
- F. Apply sealant tape or caulking as necessary at flashing and panel joints to prevent water penetration.
- G. Remove any strippable film immediately upon exposure to direct sunlight.
- H. Vapor retarder: The joints, perimeter, and all openings shall be sealed per the manufacturer's instructions to provide a continuous vapor retarder.
- I. Underlayment (solid substrate):
 - 1. Provide one layer of 30# felt with horizontal overlaps and endlaps staggered between layers.
 - 2. Provide ice and water shield membrane at all valley and eave conditions as well as any area at less than a 3:12 slope.
 - 3. Lay parallel to ridge line with 2½" horizontal laps and 6" vertical laps

3.4 DAMAGED MATERIAL

- A. Upon determination of responsibility, repair or replace damaged metal panels and trim to the satisfaction of the Architect and Owner.

END OF SECTION

SECTION 07 41 13

SYMETRICAL STANDING SEAM METAL ROOF PANELS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Standing-seam roof panels.
- B. Metal roofing accessories.

1.2 RELATED SECTIONS

- A. Section 07 41 00 – Metal Roof Panels
- B. Section 07 62 00 – Sheet Metal Flashing and Trim

1.3 REFERENCES

- A. American Society of Civil Engineers: ASCE -7 - Minimum Design Loads for Buildings and Other Structures, version adopted by local Building Code authority having jurisdiction.
- B. ASTM A792 - Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- C. ASTM E1592-01 Standard Test Method for Structural Performance of Sheet Metal Roof and Siding System by Uniform Static Air Pressure Difference
- D. ASTM E1680-95 (Reapproved for 2003) - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- E. ASTM E1646-95 (Reapproved for 2003) Standard Test Method for Rate of Water Penetration Through Exterior Metal Roof Panel Systems By Uniform Static Air Pressure Difference.
- F. ASTM E2140- Standard Test method for water penetration of metal roof panel systems by static water pressure head.
- G. Building Code – as approved by local authority having jurisdiction.
- H. SMACNA - Architectural Sheet Metal Manual, Latest Edition.
- I. Underwriter's Laboratories:
 - 1. UL 580 - Tests for Uplift Resistance of Roof Assemblies.
 - 2. UL 1897 - Uplift Tests for Roof Covering Systems, latest Edition.

1.4 SUBMITTALS

-
- A. Product Data: Manufacturer literature indicating product specifications, installation instructions, and standard construction details.
 - B. Shop Drawings: To be prepared by metal roof system manufacturer.
 - 1. Submit roof plan showing panel layout, gutters and downspouts as applicable.
 - 2. Provide metal roof flashing, gutter and downspout shop drawings.
 - a) Indicate gage and finish of materials.
 - b) Indicate fastener type, finish and spacing.
 - c) Indicate locations of field applied sealant.
 - d) Indicate location size and gauge of all back up plates.
 - 3. Roof Panel Attachment:
 - a) Roof plan with wind uplift pressure calculations at field, corner and perimeter areas according to version of ASCE-7 referenced by locally-adopted Building Code and the authority having jurisdiction.
 - b) Roof plan indication roof clip spacing pattern at field, corner, perimeters and where panels are to be fixed from thermal movement.
 - c) Roof panel attachment plan must be stamped by licensed engineer in State in which project is constructed, certifying roof attachment meets local Building Code requirements for wind uplift.
 - C. Engineering Calculations: Submit wind uplift pressure calculations according to ASCE 7 Wind Speed for project location with respect to appropriate Importance Factor, Exposure category and Safety Factor. Calculations shall be sealed by a professional engineer licensed to practice structural engineering in the state in which project is located.
 - D. Samples:
 - 1. Submit two samples, 12" long, full width panel, showing metal gage, seam and required finish.
 - 2. Two samples each for roof panel clip, bearing plate and clip fastener.
 - 3. Submit color samples for Architect's selection.
 - 4. Submit sample warranties:
 - a) Coating Warranty.
 - b) Manufacturer Water Tightness Warranty complying with this Specification.
 - c) Installer Warranty.

E. Certification:

1. Submit roof panel manufacturer's certification that fasteners, clips, backup plates, closures, roof panels and finishes meet specification requirements, wind uplift requirements.
2. Submit roof panel manufacturer's certification that installer meets requirements to install roof system and is qualified to obtain required warranties.
3. Test Reports –Certified test results that indicate roof system meets or exceeds design and performance criteria. Testing to include:
 - a) Uplift Testing
 - b) Air and Water Testing Certification

F. Roofing Manufacturer Assembly Letter: Submit to ensure the correct materials are ordered and delivered to the site.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver panels to jobsite properly packaged to provide protection against transportation damage.
- B. Exercise care in unloading, storing and erecting panels to prevent bending, warping, twisting, and surface damage.
- C. Store all material and accessories above ground on well skidded platforms. Store under waterproof covering. Provide proper ventilation to panels to prevent condensation build-up between each panel.
- D. Remove from site panels which are damaged, or become water-stained during storage and handling. Remove, and replace materials, which are installed damage, or stained.

1.6 WARRANTIES

- A. Panel Coating: Furnish manufacturer's 30-year warranty panel coating warranty covering checking, crazing, peeling, chalking, fading, and adhesion.
- B. STATE OF LA Roof Warranty:
 1. 44d: Manufacturer's 20 year No Dollar Limit Weather Tightness Warranty approved by Facility Planning and Control. State form must be utilized.
 2. R-3: Guarantee period of Two (2) years from the acceptance of the project. State form must be utilized.

1.7 DESIGN AND PERFORMANCE CRITERIA

- A. Thermal Movement: Metal Roofing system, including flashing, shall accommodate unlimited thermal movement without buckling or excess stress on the structure.
- B. Roof panel and trim attachments will be designed to satisfy the requirements of the roof design.

-
- C. Maximum wind uplift capacity of roof system shall be determined using certified results from UL 1897-98, Uplift Tests for Roof Covering Systems. Testing of the entire roof assembly shall be conducted in a UL-580 test chamber.
 - D. Panel system installation shall be in accordance with ASCE 7 Wind Speeds for project location with respect to appropriate Exposure category, Building Importance Factor and a Safety Factor of 2.0.

1.8 COORDINATION

- A. Coordinate Work, with installation of other associated Work, to ensure quality application.
- B. Coordinate Work with installation of associated metal flashings and building walls.
- C. Coordinate Work to minimize foot traffic and construction activity on installed finished surfaces.
- D. Coordinate location of pipe penetrations to allow centering of pipe in panel.
- E. Coordinate location of roof curbs, to allow proper integration with roof panel seams.

1.9 PRE-ROOFING CONFERENCE

- A. Schedule meeting to discuss roof Work before start of work onsite.
- B. Comply with requirements of roof Specification Section(s).
- C. Required attendees: Contractor, metal deck & roof installer, metal roof system manufacturer's representative, and any other subcontractors who have equipment penetrating the roof or Work that requires roof access or traffic.

1.10 QUALITY ASSURANCE

- A. Installer Qualifications: Installer ("roofer") to perform the Work of this Section, which firm has no fewer than 5 years of successful experience with installation metal roof systems similar to those required for this Project, and is qualified by the roof panel manufacturer, for installation of manufacturer-warranted systems. The Roofing Material (Standing Seam Metal) will be supplied by a Roofing Material Manufacturer, who will provide a 20-year State Warranty. Therefor, the roofer must be an **Approved Applicator** by said Manufacturer prior to bid.
- B. Field Measurements: Prior to fabrication of panels, take field measurements of structure or substrates to receive panel system. Allow for trimming panel units, where final dimensions cannot be established prior to fabrication.
- C. Install a 30 foot wide, quality control area of metal roofing, for review by the Architect, to establish the quality of installation for the roof, and have approved prior to installing additional metal panels.

PART 2 - PRODUCTS

2.1 STANDING SEAM METAL ROOF PANEL SYSTEM

- A. Basis of Design: Petersen Aluminum Corporation's T-250 Panel, or approved substitute, meeting the following requirements.
- B. Approved Equal:
 - a. Petersen Aluminum Corporation's T-250 Panel
 - b. Imetco's Series 300
 - c. Prior Approved equal
- 1. Requests for approval must be submitted in writing at least ten (10) days prior to bid date, and are accompanied by all related test reports and design calculations listed in Reference section 1.3 and Design and Performance criteria Section 1.7.
- 2. Substitute manufactures will be approved written addendum to all bidders. Substitutions will not be permitted after the bid date of this project.
- 3. Factory-formed panel, width of 16 inches. Panels shall be symmetrical in design and shall be mechanically seamed with a field operated electric seaming machine provided by the manufacturer.
- 4. Minimum seam height 2 3/8 inches. Integral seam, double lock and snap together type panels are not acceptable
- 5. Seam cap matching panel finish.
- 6. Galvalume coated sheet steel, Type AZ-50, Grade 50 as described in ASTM A792; 24 gauge.
- 7. Finish: Two coat coil applied, baked-on full-strength (70% resin, PVF2) fluorocarbon coating consisting of a nominal of .25 mil dry film thickness primer, nominal dry film thickness of .75 mil color coat. Finish to be selected from manufacturer's standard color selection. The back side of the material should be .25 mil. Primer and 0.25 polyester wash coat.
- 8. Roof panel system must allow individual roof panel removal and replacement from any point on the roof without damage to adjacent roof panel(s).
- 9. Roof panels proposed for substitution shall fully comply with specified requirements in appearance, assembly, and performance. Substitution request must comply with Division 1 requirements for submission.

2.2 FASTENERS AND ACCESSORIES

- A. Panel Clip Screw - screw required in wind uplift rating requirements for application, with corrosion-resistant coating, in length necessary to penetrate metal deck minimum 3/4 inch., as supplied by roof panel manufacturer.
- B. Roof Panels Clip: Continuous or single clips required to meet the wind uplift for the projects location.

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- C. Trim and flashing will be of the same gage and finish unless approved otherwise by the metal roof system manufacturer.
 - 1. All sheet metal valleys will be supplied in continuous lengths up to 32'
 - 2. Ridge closures, consisting of metal channel surrounding factory precut closed cell foam, will not be secured through the field of the panel.
 - 3. Trim will be installed specifically as displayed in the manufacturer provided shop drawings. Proposed changes must be approved in writing by the metal roof system manufacturer.
 - D. Concealed supports, angles, plates, accessories and brackets: in gage and finish as recommended, and furnished by manufacturer.
 - E. Accessory Screw: Size and screw type as provided by panel manufacturer for each use, with prefinished hex washer head in color to match panels where exposed to view.
 - F. Rivets: full stainless steel, including mandrel, in size to match application.
 - G. Field Sealant: Color coordinated primerless silicone, or high grade, non-drying butyl, as supplied by panel manufacturer.
 - H. Sealant Tape: non-drying, 100 percent solids, high grade butyl tape, as supplied by panel manufacturer, in sizes to match application.
 - I. Pipe Penetration Flashings: flexible boot type, with stainless steel compression ring, and stainless steel pipe strap, Dektite by Buildex, or approved substitute. Use silicone type at hot pipes.
 - J. Metal Roof Curbs: welded aluminum, or stainless steel, factory-insulated, with integral cricket, and designed to fit roof panel module, sized to meet application, by L.M. Curbs, or approved substitute.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Ensure surfaces are ready for panel application.
- B. Inspect and ensure surfaces are free from objectionable warp, wave, and buckle before proceeding with installation of pre-formed metal roofing.
- C. Ensure substrate is ready to receive metal roofing. Report items for correction and do not proceed with metal roof panel system installation until resolved.

3.2 INSTALLATION OF ROOF PANELS

- A. Comply with and install roofing and flashings in accordance with all details shown on manufacturer's approved shop drawings and manufacturer's product data and instructions, within specified erection tolerances.

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- B. Install field panels in continuous lengths, without endlaps. Remove and replace panels with endlaps.
 - C. Do not install panels damaged by shipment or handling.
 - D. Install intermittent clips with bearing plates and continuous clips according to pattern in wind uplift rating at field, corners and perimeter roof areas.
 - E. Fix panels at location depicted on reviewed shop drawing(s).
 - F. Breadpan roof panel at ridge, hip and headwalls.
 - G. Allow for 1 inch panel clearance at penetrations.
 - H. Install concealed supports, angles and brackets as furnished by manufacturer to form complete assemblies.
 - I. Remove roof panel and flashing protective film prior to extended exposure to sunlight, heat, and other weather elements.
 - J. Field-apply sealant tape and gun-grade sealant according to reviewed shop drawings and manufacturer's requirements for airtight, waterproof installation.
 - K. Ensure sealant beads and tape are applied prior to sheet metal installation to achieve a concealed bead. Neatly trim exposed portions of sealant without damaging roof panel or flashing finish.
 - L. Align pipe penetrations to occur at center of roof panel. Report and have corrected improperly-placed penetrations before proceeding with panel installation. Remove and replace roof panels which have improperly-placed penetration flashings.
 - M. Align roof curbs to fit roof panel module and overlap standing seam(s). Allow for proper drainage on both sides of curb.
 - N. Install sheet metal flashings according to manufacturer's recommendations, reviewed shop drawings and in accordance with provision of Section 07 62 00.

3.3 CLEANING

- A. Clean exposed surfaces of Work promptly after completion of installation.
- B. Clean mud, dirt, and construction-related debris from panels before panels are scratched or marred.

3.4 PROTECTION

- A. Protect Work as required to ensure roofing will be without damage at time of final completion.
- B. Do not allow excessive foot traffic over finished surfaces.
- C. Do not track mud, dirt, or construction-related debris onto panel surfaces.
- D. Replace damaged Work before final completion.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, and other items indicated.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry
- B. Section 07 41 00 - Metal Wall Panels
- C. Section 07 41 13 - Metal Roof Panels
- D. Section 07 92 00 - Joint Sealers.

1.03 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; American Architectural Manufacturers Association.
- B. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
- C. ASTM B32 - Standard Specification for Solder Metal.
- D. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- E. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric].
- F. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- G. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association.

1.04 SUBMITTALS

- A. See Section 013300 - Submittal Procedures, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples 6 x 6 inch in size illustrating metal finish color.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of each document on site.
- C. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 5 years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

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

1.07 WARRANTY

- A. Flashing & Coping Systems: 2-year material and labor covering all defects in materials and workmanship within warranty period. To be combined with roofing warranty.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Prefinished Aluminum trim for roof flashing and edge metals: ASTM B209 with Kynar 500 paint finish; minimum 24 ga. thick, unless otherwise indicated in the drawings. Use 2-coat

fluoropolymer finish meeting AAMA 605.2-90 criteria or anodized finishes on all exposed-to-view items. Use mill finish on all concealed items. 20-year warranty on finish required.

- B. Lead: 4 lb per sq. ft., common pig lead.
- C. Cleat: 22 ga minimum, 20-year warranty on finish required.
- D. Manufacturer's FULL RANGE OF COLOR OPTIONS

2.02 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers. Cleat and rivets should be stainless steel (not aluminum).
- B. Underlayment: ASTM D2178, glass fiber roofing felt.
- C. Primer: Zinc chromate type.
- D. Protective Backing Paint: Zinc molybdate alkyd.
- E. Plastic Cement: ASTM D4586, Type I.
- F. Solder: ASTM B32; Sn50 (50/50) type.

2.03 FABRICATION

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

2.04 GUTTER AND DOWNSPOUT FABRICATION

- A. Gutters, Downspouts and Scuppers: Profile as indicated.
- B. Splash Pans: Profile as indicated
- C. Gutters and Downspouts: Sizes as indicated.
- D. Accessories: Profiled to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA requirements.
 - 2. Gutter Supports: Brackets.
 - 3. Downspout Supports: Brackets.
- E. Downspout Boots: Barry Pattern & Foundry, B-25A series cast iron downspout boot with cleanout, size as indicated..
- F. Seal metal joints.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Solder metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
- E. Secure gutters and downspouts in place using concealed fasteners.
- F. Slope gutters 1/4 inch per 10 feet, minimum.
- G. Connect downspouts to downspout boots. Grout connection watertight.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for field inspection requirements.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION

SECTION 07 71 00 - ROOF SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufactured roof specialties, including copings, fascias, gravel stops, and edge flashings.
- B. Roof control and expansion joint covers.

1.02 RELATED REQUIREMENTS

- A. Section 079005 - Joint Sealers.

1.03 REFERENCE STANDARDS

- A. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
- B. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.
- C. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association.
- D. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems; Single Ply Roofing Industry; 2003. (ANSI/SPRI ES-1)

1.04 SUBMITTALS

- A. See Section 013300 - Submittal Procedures, for submittal procedures.
- B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- C. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- D. Samples: Submit two samples, 4 x 4 inch in size, illustrating finish, and color for Architect review and approval.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual details.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Copings, Gravel Stops and Edge Flashing:
 - 1. W.P. Hickman Company; PermaSnap 2 Coping: www.wph.com.
 - 2. Metal-Era Inc: www.metalera.com.
 - 3. Pac-Clad - Peterson Aluminum.

2.02 COMPONENTS

- A. Roof Edge Flashings: Factory fabricated to sizes required; mitered, welded corners; concealed fasteners.
 - 1. Configuration: Fascia, cant, and edge securement for roof membrane;
 - 2. Pull-Off Resistance: Tested in accordance with SPRI ES-1 RE-1 and RE-2 to positive and negative design wind pressure as defined by applicable code.
- B. Copings: Factory fabricated to sizes required; mitered, welded corners; concealed fasteners.
 - 1. Configuration: Concealed continuous hold down cleat at both legs; internal splice piece at joints of same material, thickness and finish as cap; concealed stainless steel fasteners.
 - 2. Pull-Off Resistance: Tested in accordance with SPRI ES-1 RE-3 to positive and negative design wind pressure as defined by applicable code, International Building Code, 2009.

- C. Copings and Gravel Stops & Edge Flashing: Extruded aluminum, 0.025 inch thick, (22 Gage), shaped as indicated, or required including special supports spaced as recommended by manufacturer for I-120 rating inches on center. Include cover plates to conceal and weather seal joints and attachment flanges.
 - 1. Finish: Fluoropolymer coating (High Performance).
 - 2. Color: To be selected by Architect from manufacturer's custom range to match Architects sample.
- D. Control and Expansion Joint Covers: Composite construction with flexible flashing, each edge seamed to sheet metal flanges, designed for a nominal joint width of 1 inch. Include special formed corners, tees, intersections, and wall flashings, each sealed watertight. Covers are to be a system as approved by SBS Modified roofing system manufacturer.

2.03 FINISHES

- A. Fluoropolymer Coating: High Performance Organic Finish, AAMA 2604; multiple coat, thermally cured fluoropolymer finish system; custom color to match approved sample.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions.
- B. Coordinate installation of components of this section with installation of roofing membrane and base flashings.
- C. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.

END OF SECTION

SECTION 07 72 00 - ROOF ACCESSORIES

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. Roof hatches.

1.3 COORDINATION

- A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
- B. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of roof accessory.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For roof accessories.
 - 1. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:
 - 1. Size and location of roof accessories specified in this Section.
 - 2. Method of attaching roof accessories to roof or building structure.
 - 3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
 - 4. Required clearances.
- B. Sample Warranties: For manufacturer's special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For roof accessories to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Wind-Restraint Performance: As indicated on Drawings.

2.2 ROOF HATCH

- A. Roof Hatches: Metal roof-hatch units with lids and insulated single-walled curbs, welded or mechanically fastened and sealed corner joints, continuous lid-to-curb counterflashing and weathertight perimeter gasketing, straight sides and integrally formed deck-mounting flange at perimeter bottom.
1. Manufacturers: Subject to compliance with requirements, provide one of the following products.
 - a. Bilco Company (The).
 - b. J. L. Industries, Inc.
 - c. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
 - d. Nystrom.
- B. Type and Size: Single-leaf lid, 30 by 36 inches (750 by 900 mm).
- C. Loads: Minimum 40-lbf/sq. ft. (1.9-kPa) external live load and 20-lbf/sq. ft. (0.95-kPa) internal uplift load.
- D. Hatch Material: Aluminum sheet.
1. Thickness: Manufacturer's standard thickness for hatch size indicated.
 2. Finish: Mill.
- E. Construction:
1. Insulation: Cellulosic-fiber board.
 2. Hatch Lid: Opaque, insulated, and double walled, with manufacturer's standard metal liner of same material and finish as outer metal lid.
 3. Fabricate curbs to minimum height of 12 inches (305 mm) above roofing surface unless otherwise indicated.
 4. Sloping Roofs: Where slope or roof deck exceeds 1:48, fabricate curb with perimeter curb height that is tapered to accommodate roof slope so that top surfaces of perimeter curb are level. Equip hatch with water diverter or cricket on side that obstructs water flow.
- F. Hardware: Spring operators, hold-open arm, stainless-steel spring latch with turn handles, stainless-steel butt- or pintle-type hinge system, and padlock hasps inside and outside.
- G. Ladder-Assist Post: Roof-hatch manufacturer's standard device for attachment to roof-access ladder.
1. Operation: Post locks in place on full extension; release mechanism returns post to closed position.
 2. Height: 42 inches (1060 mm) above finished roof deck.
 3. Material: Steel tube.
 4. Post: 1-5/8-inch- (41-mm-) diameter pipe.
 5. Finish: Manufacturer's standard baked enamel or powder coat.
 - a. Color: As selected by Architect from manufacturer's full range

2.3 METAL MATERIALS

- A. Aluminum Sheet: ASTM B 209 (ASTM B 209M), manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.
1. Mill Finish: As manufactured.
- B. Aluminum Extrusions and Tubes: ASTM B 221 (ASTM B 221M), manufacturer's standard alloy and temper for type of use, finished to match assembly where used; otherwise mill finished.
- C. Stainless-Steel Sheet and Shapes: ASTM A 240/A 240M or ASTM A 666, Type 304.

- D. Steel Shapes: ASTM A 36/A 36M, hot-dip galvanized according to ASTM A 123/A 123M unless otherwise indicated.
- E. Steel Tube: ASTM A 500/A 500M, round tube.
- F. Galvanized-Steel Tube: ASTM A 500/A 500M, round tube, hot-dip galvanized according to ASTM A 123/A 123M.
- G. Steel Pipe: ASTM A 53/A 53M, galvanized.

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Cellulosic-Fiber Board Insulation: ASTM C 208, Type II, Grade 1, thickness as indicated.
- C. Polyisocyanurate Board Insulation: ASTM C 1289, thickness and thermal resistivity as indicated.
- D. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, acceptable to authorities having jurisdiction, containing no arsenic or chromium, and complying with AWPA C2; not less than 1-1/2 inches (38 mm) thick.
- E. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- F. Underlayment:
 - 1. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
 - 2. Polyethylene Sheet: 6-mil- (0.15-mm-) thick polyethylene sheet complying with ASTM D 4397.
 - 3. Slip Sheet: Building paper, 3 lb/100 sq. ft. (0.16 kg/sq. m) minimum, rosin sized.
 - 4. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils (0.76 to 1.0 mm) thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
 - 5. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:
 - 6. Fasteners for Zinc-Coated or Aluminum-Zinc Alloy-Coated Steel: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A 153/A 153M or ASTM F 2329.
 - 7. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
 - 8. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
- G. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.
- H. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.
- I. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement.
- J. Asphalt Roofing Cement: ASTM D 4586/D 4586M, asbestos free, of consistency required for application.

2.5 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- C. Verify dimensions of roof openings for roof accessories.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install roof accessories according to manufacturer's written instructions.
 - 1. Install roof accessories level; plumb; true to line and elevation; and without warping, jogs in alignment, buckling, or tool marks.
 - 2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
 - 3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
 - 4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
 - 1. Coat concealed side of uncoated aluminum roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 - 2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of underlayment and cover with manufacturer's recommended slip sheet.
 - 3. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof accessories for waterproof performance.
- C. Roof-Hatch Installation:
 - 1. Verify that roof hatch operates properly. Clean, lubricate, and adjust operating mechanism and hardware.
 - 2. Attach ladder-assist post according to manufacturer's written instructions.
- D. Seal joints with elastomeric or butyl sealant as required by roof accessory manufacturer.

3.3 REPAIR AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780/A 780M.
- B. Touch up factory-primed surfaces with compatible primer ready for field painting according to Section 099113 "Exterior Painting."
- C. Clean exposed surfaces according to manufacturer's written instructions.
- D. Clean off excess sealants.
- E. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 07 92 00 - JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Interior joints in vertical surfaces and horizontal non-traffic surfaces as indicated below:
 - 1. Control and expansion joints on exposed interior surfaces of exterior walls.
 - 2. Perimeter joints of exterior openings where indicated.
 - 3. Perimeter joints between interior wall surfaces and frames of interior doors, windows, and elevator entrances.
 - 4. Perimeter joints of toilet fixtures.
 - 5. Other joints as indicated.

1.02 NOT USED

1.03 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.04 SUBMITTALS

- A. See Section 01 33 00 - Submittal Procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
- C. Samples: For each type of color of joint sealant required, provide Samples with joint sealants in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Preconstruction field test reports.
- E. Compatibility and adhesion test reports.
- F. Product certificates:
 - 1. Certification by joint sealant manufacturer that sealants plus the primers and cleaners required for sealant installation comply with local regulations controlling use of volatile organic compounds.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed joint sealant application similar in material, design and extent to that indicated for Project that have resulted in construction with a record of five (5) years successful in-service performance.
- B. Single Source Responsibility for Joint Sealant Materials: Obtain joint sealant materials from a single manufacturer for each different product required.
- C. Preconstruction Compatibility and Adhesion Testing: Submit samples of materials that will contact or affect joint sealants to joint-sealant manufacturers for testing according to ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
- D. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to Project joint substrates according to the method in ASTM C 1193 that is appropriate for the types of Project joints.

- E. Mockups: Build mockups incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. **Joint Sealants Warranty: The sealant guarantee shall be a 10-year (20-year if part of roof assembly) from the date of acceptance of the project material and labor guarantee/warranty, furnished by the manufacturer of the materials. The contractor shall be a certified contractor approved by the waterproofing material manufacturer, to conduct necessary testing and inspections as required by the waterproofing material manufacturer to obtain said guarantee. The guarantee shall not require the Owner's signature to be effective, shall not be DL/pro-rated, nor state the manufacturer will not honor the warranty until the waterproofing contractor, the supplier, and/or the manufacturer have been paid in full. The sample form of the guarantee shall be delivered to the Owner, and said guarantee shall be approved by the Owner prior to any ordering of materials. The manufacturer's labor and material guarantee shall guarantee, at the manufacturer's own cost and expense, to make or cause such re-applications of, and to correct all faulty installations/applications.**

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.
- B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.02 MATERIALS - GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by manufacturer's full range.

2.03 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied, chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
 - 1. Additional Movement Capability: Where additional movement capability is specified in Elastomeric Joint Sealant Data Sheet, provide products with the capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the specified percentage change in the joint width existing at time of installation and remain in compliance with other requirements of ASTM C 920 for uses indicated.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrated indicated for Project.
- C. Suitability for Immersion in Liquids: Where elastomeric sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247 and qualify for the length of exposure indicated by reference to ASTM C 920 for Class 1 or 2. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- D. Suitability for Contact with Food: Where elastomeric sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.

- E. Type **ES-1**: Single-Component Neutral-Curing Silicone Sealant.
 - 1. Products:
 - a. Dow Corning Corporation; 795.
 - b. GE Silicones; UltraGlaze Silpruf.
 - c. Bostick Construction; Chem-Calk 1000
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 25
 - 4. Uses Related to Exposure: NT (non-traffic).
 - 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
- F. Type **ES-2**: Single-Component Mildew-Resistant Neutral-Curing Silicone Sealant.
 - 1. Products:
 - a. Pecora Corporation: 898.
 - b. Tremco: Tremsil 600 White.
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 25
 - 4. Uses Related to Exposure: NT (non-traffic).
 - 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
- G. Type **ES-3**: Multi-Component Nonsag Urethane Sealant.
 - 1. Available Products:
 - a. Sonneborn, Division of BASF Construction Chemicals, LLC.; Sonolastic SL-2.
 - b. Pecora Corporation; Urexpan NR-200.
 - 2. Type and Grade: M (multi-component) and SL (self-leveling).
 - 3. Class: 25
 - 4. Uses Related to Exposure: T (traffic).
 - 5. Uses Related to Joint Substrates: M, G, A and, as applicable to joint substrates indicated, O.

2.04 LATEX JOINT SEALANTS

- A. Type **LS-1**: Latex Sealant: Comply with ASTM C 834, Type P, Grade NF.
 - 1. Available Products:
 - a. Bostik Findley; Chem-Calk 600.
 - b. Pecora Corporation; AC-20+.
 - c. Schnee-Morehead, Inc.; SM 8200.
 - d. Sonneborne, Division of BASF Construction Chemicals, LLC.; Sonolac.
 - e. Tremco; Tremflex 834.

2.05 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F. Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Type: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint

surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.06 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, non-absorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 EXECUTION

3.01 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 - 2. Remove laitance and form-release agents from concrete.
 - a. Clean non-porous surfaces with chemical cleaners or other means that do not stain, harm, substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.02 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Acoustical Sealant Application Standard: Comply with recommendations in ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant applications and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allows optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configurations per Figure 5A in ASTM C 1193, unless otherwise indicated.
- G. Installation of Preformed Silicone-Sealant System: Comply with manufacturer's written instructions.
- H. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, producing seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant in compliance with sealant manufacturer's written instructions.
- I. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.03 JOINT SEALANT SCHEDULE

- A. Joint-Sealant Application **JS-1**: Exterior horizontal traffic isolation and contraction joints in cast-in-place concrete slabs.
 - 1. Joint Sealant: Multi-component pourable urethane sealant **ES-3**.
 - 2. Joint Sealant Color: Selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application **JS-2**: Exterior vertical control and expansion joints in unit masonry.
 - 1. Joint Sealant: Single-component neutral-curing silicone sealant **ES-1**.
 - 2. Joint Sealant Color: Selected by Architect from manufacturer's full range of colors.
- C. Joint Sealant Application **JS-4**: Exterior control and expansion joints in building.
 - 1. Joint Sealant: Single-component neutral-curing silicone sealant **ES-1**.
 - 2. Joint Sealant Color: Selected by Architect from manufacturer's full range of colors.
- D. Joint Sealant Application **JS-5**: Exterior joints in vertical and horizontal non-traffic surfaces at building.
 - 1. Joint Sealant: Single-component neutral-curing silicone sealant **ES-1**.
 - 2. Joint Sealant Color: Selected by Architect from manufacturer's full range of colors.
- E. Joint Sealant Application **JS-7**: Vertical control and expansion joints on exposed interior surfaces of exterior walls.
 - 1. Joint Sealant: Single-component neutral-curing silicone sealant **ES-1**.
 - 2. Joint Sealant Color: Selected by Architect from manufacturer's full range of colors.
- F. Joint Sealant Application **JS-8**: Interior perimeter joint of exterior openings.
 - 1. Joint Sealant: Single-component neutral-curing silicone sealant **ES-1**.
 - 2. Joint Sealant Color: Selected by Architect from manufacturer's full range of colors.
- G. Joint Sealant Application **JS-10**: Interior porcelain tile expansion, control, contraction, and isolation joints in horizontal traffic surfaces.
 - 1. Joint Sealant: Single-component mildew resistant neutral-curing silicone sealant **ES-2**.
 - 2. Joint Sealant Color: Selected by Architect from manufacturer's full range of colors.

- H. Joint Sealant Application **JS-11**: Interior joints between plumbing fixtures and adjoining walls, floors and counters.
 - 1. Joint Sealant: Single-component mildew resistant neutral-curing silicone sealant **ES-2**.
 - 2. Joint Sealant Color: Selected by Architect from manufacturer's full range of colors.
- I. Joint Sealant Application **JS-12**: Vertical joints on exposed surfaces of interior unit masonry.
 - 1. Joint Sealant: Single-component non-sag urethane sealant **ES-1**.
 - 2. Joint Sealant Color: Selected by Architect from manufacturer's full range of colors.
- J. Joint Sealant Application **JS-13**: Vertical joints on exposed surfaces drywall partitions.
 - 1. Joint Sealant: Single-component nonsag urethane sealant **ES-1**.
 - 2. Joint Sealant Color: Selected by Architect from manufacturer's full range of colors.
- K. Joint Sealant Application **JS-15**: Perimeter joints between interior wall surfaces and frames of interior doors and windows.
 - 1. Joint Sealant: Latex Sealant **LS-1**.
 - 2. Joint Sealant Color: Selected by Architect from manufacturer's full range of colors.

END OF SECTION

SECTION 13 34 19 - METAL BUILDING SYSTEMS-INSULATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Thermal insulation.
 - 2. Accessories.

1.03 RELATED REQUIREMENTS

- A. Section 07 41 00 – Metal Roof Panels
- B. Section 07 41 13 – Metal Wall Panels

1.04 REFERENCE STANDARDS

- A. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2012.
- B. ASTM C991 - Standard Specification for Flexible Glass Fiber Insulation for Metal Buildings; 2015.
- C. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink); 2014.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- E. MBMA (MBSM) - Metal Building Systems Manual; Metal Building Manufacturers Association; 2012.
- F. For structural steel members, comply with AISC "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings".
- G. For light gauge steel members, comply with AISI "Specification for the Design of Cold-Formed Steel Structural Members."

1.05 DEFINITIONS

- A. Terminology Standard: See MBMA's "Metal Building Systems Manual" for definitions of terms for metal building system construction not otherwise defined in this Section or in standards referenced by this Section.

1.06 COORDINATION

- A. Coordinate metal panel assemblies with rain drainage work, flashing, trim, and construction of supports and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.07 NOT USED

1.08 ACTION SUBMITTALS

- A. See Section 01 3000 - Submittal Procedures.
- B. Product Data: For each type of metal building system component.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

1.09 INFORMATIONAL SUBMITTALS

- A. Sample Warranties: For special warranties.

1.10 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For metal panel finishes to include in maintenance manuals.

1.11 NOT USED

1.12 NOT USED

1.13 DELIVERY, STORAGE AND HANDLING

- A. Deliver components, sheets, panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Protect foam-plastic insulation as follows:
 - 1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
 - 2. Protect against ignition at all times. Do not deliver foam-plastic insulation materials to Project site before installation time.
 - 3. Complete installation and concealment of foam-plastic materials as rapidly as possible in each area of construction.

1.14 FIELD CONDITIONS

- A. Weather Limitations: Proceed with panel installation only when weather conditions permit metal panels to be installed according to manufacturers' written instructions and warranty requirements.

1.15 WARRANTY

- A. See Section 01 77 00 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 NOT USED

2.02 NOT USED

2.03 NOT USED

2.05 NOT USED

2.06 NOT USED

2.07 NOT USED

2.08 THERMAL INSULATION

- A. Insulation: Batt glass fiber type, faced with WMP-VR Polypropylene roof insulation, ASTM E 84 flame spread index of 25 or less, R-30 minimum.
- B. Retainer Strips: For securing insulation between supports, 0.025-inch (0.64-mm) nominal-thickness, formed, metallic-coated steel or PVC retainer clips colored to match insulation facing.
- C. Vapor-Retarder Facing: ASTM C 1136, with permeance not greater than 0.02 perm (1.15 ng/Pa x s x sq. m) when tested according to ASTM E 96/E 96M, Desiccant Method.
 - 1. Composition: White metallized-polypropylene film facing, fiberglass scrim reinforcement, and kraft-paper backing.
- D. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.

2.09 NOT USED

2.10 NOT USED

2.11 NOT USED

PART 3 EXECUTION

3.01 NOT USED

3.02 NOT USED

3.03 NOT USED

3.04 THERMAL INSULATION INSTALLATION

- A. General: Install insulation concurrently with metal panel installation, in thickness indicated to cover entire surface, according to manufacturer's written instructions.
 - 1. Set vapor-retarder-faced units with vapor retarder toward warm side of construction unless otherwise indicated. Do not obstruct ventilation spaces except for firestopping.
 - 2. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to the surrounding construction to ensure airtight installation.
 - 3. Install factory-laminated, vapor-retarder-faced blankets straight and true in one-piece lengths, with both sets of facing tabs sealed, to provide a complete vapor retarder.
 - 4. Install blankets straight and true in one-piece lengths. Install vapor retarder over insulation, with both sets of facing tabs sealed, to provide a complete vapor retarder.
- B. Roof Insulation: Coordinate with GC.

3.05 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
 - 1. Install components for a complete metal wall panel assembly, including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 - 2. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
 - 1. Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
 - 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).
- C. Pipe Flashing: Form flashing around pipe penetrations. Fasten and seal to panel as recommended by manufacturer.

3.06 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform field quality control special inspections and to submit reports.
- B. Product will be considered defective if it does not pass tests and inspections.

3.07 NOT USED

END OF SECTION

SOUTHERN UNIVERSITY CENTRAL STORES ROOF REPLACEMENT

555 HUNT STREET, BATON ROUGE, LA 70813

100% CONSTRUCTION DOCUMENTS

ISSUED FOR CONSTRUCTION

PROJECT #WA-03-125

WILLIAMS
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BATON ROUGE, LOUISIANA 70813

NO.	REVISIONS	DATE

PROJECT NO.: WA-03-125	TITLE SHEET
PHASE: CONSTRUCTION DOCUMENTS	T101
ISSUED FOR: CONSTRUCTION	
DATE: 10.5.26	

DRAWING INDEX	
Sheet Number	Sheet Name
T101	TITLE SHEET
T102	GENERAL NOTES
AS101	ARCHITECTURAL SITE PLAN
A101	DEMOLITION ROOF PLAN
A102	RENOVATION ROOF PLAN
A103	TYPICAL DETAILS
A104	TYPICAL DETAILS
A105	DRAINAGE CALCULATIONS
M1.0	MECHANICAL PLAN

INFORMATION SHOWN ON ATTACHED DRAWINGS ARE BASED ON OWNER
FURNISHED CONSTRUCTION DOCUMENTS. ALL DIMENSIONS AND
EXISTING CONDITIONS HAVE NOT BEEN VERIFIED. CONTRACTOR SHALL
VERIFY ALL ROUGH OPENINGS, EXISTING DIMENSIONS AND CONDITIONS
ON SITE PRIOR TO BIDDING AND PRIOR TO CONSTRUCTION.

FOR REFERENCE ONLY
EXHIBIT A: ORIGINAL DESIGN DRAWINGS FOR CONTRACTOR REFERENCE
TO ENSURE ACCURATE DETAILING AND MATERIAL TAKEOFF.

SHEET NUMBER	SHEET NAME
A-21	SITE PLAN AND ENLARGED FLOOR PLAN
A-22	FLOOR PLAN
A-23	BUILDING ELEVATIONS
A-41	BUILDING SECTIONS
A-44	WALL SECTIONS
A-45	WALL SECTIONS
A-46	WALL SECTIONS
A-47	WALL SECTIONS
A-48	WALL SECTIONS
A-49	WALL SECTIONS
A-50	WALL SECTIONS
A-51	WALL SECTIONS

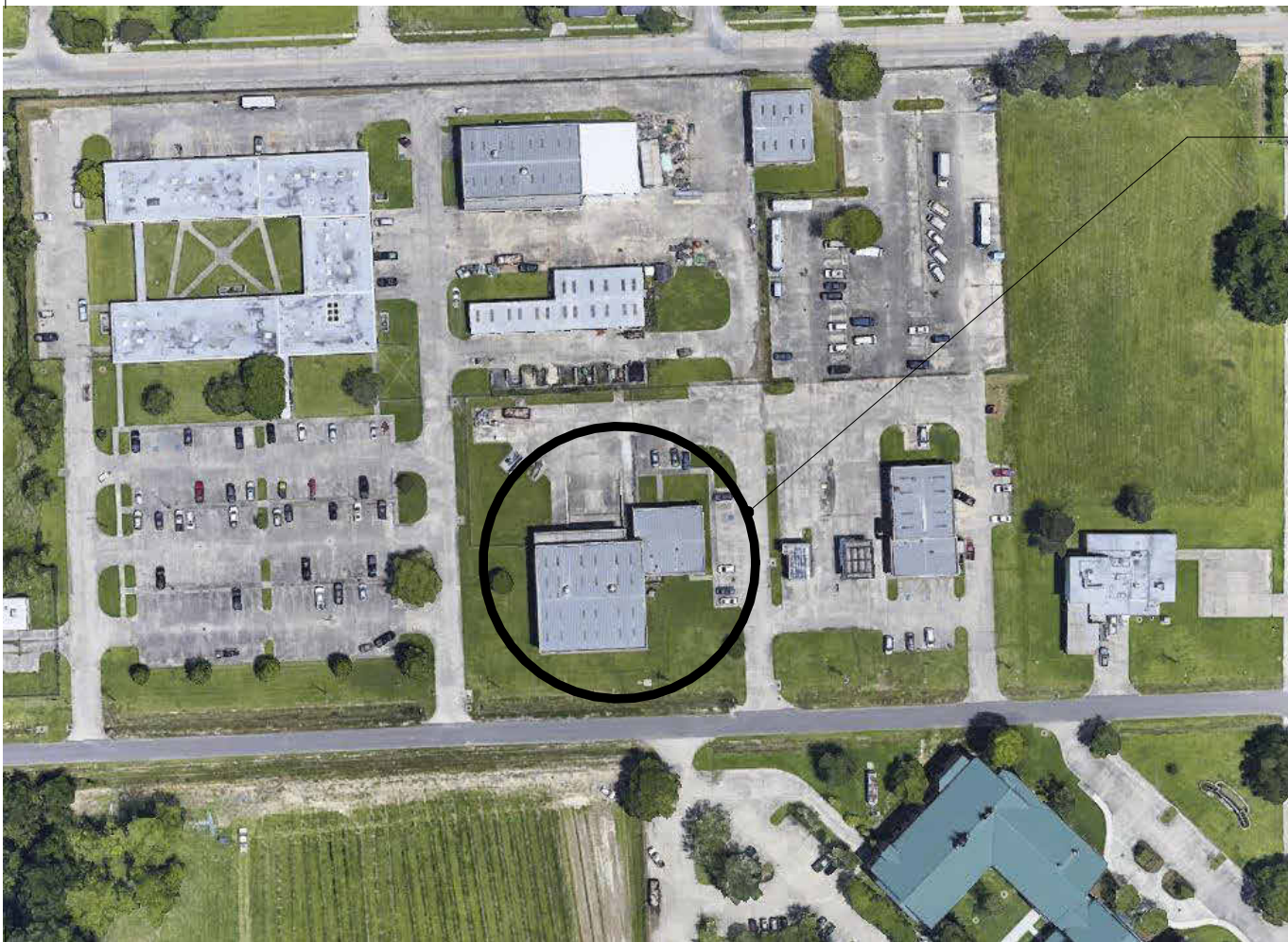
GENERAL PROJECT NOTES OF IMPORTANCE

A. CONTRACTOR IS TO COORDINATE WORK WITH BOTH THE DESIGNER AND THE
USER AGENCY.

B. CONTRACTOR IS TO COORDINATE RESTRICTED AND/OR STAGING AREAS, AS
WELL AS TEMPORARY UTILITY SHUTDOWN WITH THE USER AGENCY.

C. CONTRACTOR IS TO SEAL THE ROOF ON THE SAME DAY AS ANY INSTALLATION.
IN ADDITION, THE CONTRACTOR SHOULD NOT INITIATE MORE ROOFING THAN CAN
BE COMPLETED ON THE SAME DAY, AND CLOSELY WATCH HOURLY LOCAL RAIN
FORECASTS AND ACTUAL WEATHER CONDITIONS.

VICINITY MAP



SCALE: NTS

ARCHITECT	MECHANICAL/ELECTRICAL
WILLIAMS ARCHITECTURE 700 NORTH 10TH STREET, SUITE 350 BATON ROUGE, LA 70802	PARISH ENGINEERING 1450 SEABOND DRIVE BATON ROUGE, LA 70810

GENERAL NOTES FOR CONSTRUCTION

1. CONTRACTOR SHALL INSURE ALL WORK IS IN CONFORMANCE WITH ALL APPLICABLE BUILDING CODES. WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH THE LATEST EDITIONS OF THE N.Y.S. UNIFORM FIRE PREVENTION AND BUILDING CODE, N.Y.S. ENERGY CONSERVATION CODE, N.Y.S. PLUMBING CODE, NATIONAL ELECTRIC CODE, AND ALL OTHER FEDERAL, STATE AND LOCAL AGENCY REGULATIONS HAVING JURISDICTION OVER THIS PROJECT. IN THE EVENT OF ANY DISCREPANCIES BETWEEN AGENCY REQUIREMENTS, THE CONTRACTOR SHALL OBSERVE THE MORE STRINGENT OF REQUIREMENTS.

2. ALL WORK SHALL COMPLY WITH THE STANDARDS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS (NBFU), INDUSTRIAL RISK INSURANCE UNDERWRITERS (IRI), FACTORY MUTUAL (FM), OR THE APPLICABLE RATING BUREAU. THE NATIONAL ELECTRIC CODE (NEC), THE AMERICAN GAS ASSOCIATION (AGA), AND THE AMERICAN SOCIETY OF HEATING AND AIR CONDITIONING ENGINEERS (ASHAE), OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), APPLICABLE STATE AND CITY BUILDING CODES AND THE REQUIREMENTS OF ALL PUBLIC UTILITY COMPANIES SERVING THE PROJECT SITE.

3. CONTRACTOR (AND HIS SUBCONTRACTORS) SHALL BE LICENSED BY THE STATE IN WHICH THE PROJECT IS LOCATED AND APPROVED IN ADVANCE BY THE OWNER.

4. CONTRACTOR SHALL FILE ALL APPLICATIONS, PAY FOR ALL NECESSARY PERMITS AND SECURE CERTIFICATES OF OCCUPANCY FOR THE PROJECT.

5. ALL WORK IS TO BE COORDINATED WITH THE OWNER. THE CONTRACTOR IS TO MEET WITH THE OWNER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR WILL PRESENT THE BUILDING PERMIT AND INSURANCE CERTIFICATES TO THE OWNER PRIOR TO STARTING CONSTRUCTION.

6. CONTRACTOR SHALL PROVIDE ANY NECESSARY MEASURES TO PROTECT THE WORKERS AND OTHER PERSONS DURING CONSTRUCTION.

7. CHECK WITH THE OWNER FOR COORDINATION OF THE WORK UNDER THIS CONTRACT WITH WORK OF OTHER TRADES. OWNER'S REGULATIONS GOVERN ALL ASPECTS OF OUTSIDE CONTRACTORS WORKING ON THE PROPERTY.

8. CONTRACTOR SHALL KEEP THE JOB FREE OF DEBRIS AND MAKE FINAL CLEANUP TO THE SATISFACTION OF THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL CONSTRUCTION DEBRIS FROM PROJECT SITE AND SHALL PROVIDE DUMPSTERS ETC. AS REQUIRED. REMOVE ALL DEBRIS ON A DAILY BASIS.

9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING BUILDINGS AND OTHER INSTALLATIONS THAT ARE TO REMAIN INTACT WHILE PERFORMING THE SPECIFIED WORK. PROVIDE AND MAINTAIN FIRE EXTINGUISHERS ON PROJECT SITE DURING CONSTRUCTION.

10. UNLESS INDICATED OTHERWISE, ALL MATERIAL FURNISHED AND INCORPORATED INTO THE WORK SHALL BE NEW, UNUSED AND OF QUALITY STANDARD TO THE INDUSTRY FOR FIRST CLASS WORK OF SIMILAR NATURE AND CHARACTER. INSTALL ALL MATERIALS TO THE MANUFACTURER'S RECOMMENDATIONS AND BEST STANDARD OF THE TRADES INVOLVED.

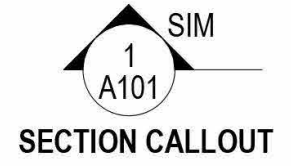
11. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS IN FIELD PRIOR CONSTRUCTION. NOTIFY ARCHITECT OF ANY DISCREPANCIES ON DRAWINGS.

12. VISIT THE SITE TO VERIFY EXISTING CONDITIONS. EXISTING CONCEALED CONDITIONS AND CONNECTIONS ARE BASED UPON INFORMATION TAKEN FROM LIMITED FIELD INVESTIGATIONS. CONTRACTOR SHALL MAKE REQUIRED ADJUSTMENTS TO SYSTEM COMPONENTS AS NECESSITATED BY ACTUAL FIELD CONDITIONS AT NO ADDITIONAL COST TO OWNER OR ARCHITECT. REPORT ANY DISCREPANCIES BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS TO THE ARCHITECT BEFORE CONSTRUCTION BEGINS.

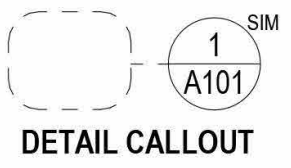
13. CONTRACTOR TO OBTAIN AND PROVIDE OWNER WITH COLOR SAMPLES FOR PROPER COLOR SELECTION AND FINAL APPROVAL OF ALL FINISHES PRIOR TO INSTALLATION.

AVG. AVERAGE
ALT. ALTERNATE
A.F.F. ABOVE FINISHED FLOOR
ABV. ABOVE
ADJ. ADJUSTABLE
ALUM. ALUMINUM
BALC. BALCONY
BD. BOARD
BLDG. BUILDING
BDRM. BEDROOM
C.L. CENTER LINE
CLO. CLOSET
CLG. CEILING
COL. COLUMN
COMP. COMPOSITION
CONC. CONCRETE
CONST. CONSTRUCTION
CONT. CONTINUOUS
C.T. CERAMIC TILE
DTL. DETAIL
DIA. DIAMETER
DIM. DIMENSION
DWGS. DRAWINGS
DN. DOWN
D.S. DOWNSPOUT
EA. EACH
ELEC. ELECTRIC
E.W.C. ELECTRIC WATER COOLER
E.W.H. ELECTRIC WATER HEATER
EL. ELEVATION
EQ. EQUAL
EXIST. EXISTING
EXP. EXPANSION
E.J. EXPANSION JOINT
EXT. EXTERIOR
FAB. FABRICATE, FABRICATED
F.A.V.B. FLUID APPLIED VAPOR BARRIER
FIN. FINISH
F.C. FIRE CODE
F.F. FINISHED FLOOR
F.P. FIRE PLACE
FLASH. FLASHING
FLR. FLOOR
F.D. FLOOR DRAIN
FLUOR. FLUORESCENT
FTG. FOOTING
FDN. FOUNDATION
F.B.O. FURNISHED BY OTHERS
GALV. GALVANIZED
GA. GAUGE
GEN. GENERAL
G.C. GENERAL CONTRACTOR
GYP. BD. GYPSUM BOARD
HT. HEIGHT
HVAC HEATING, VENTILATION & AIR CONDITIONING
HDR. HEADER
HD. HT. HEAD HEIGHT
IN. INCH
IA. INSIDE DIAMETER
INSUL. INSULATION
INT. INTERIOR
JAN. JANITOR
JT. JOINT
KIT. KITCHEN
L. LENGTH, LONG
LT. LIGHT
MFR. MANUFACTURER
MAS. MASONRY
M.D. MASONRY DIMENSION
M.O. MASONRY OPENING
MAX. MAXIMUM
MECH. MECHANICAL
M.E.P. MECHANICAL, ELECTRICAL, PLUMBING
MED. MEDIUM
M.D.O. MEDIUM DENSITY OVERLAY
M.D.F. MEDIUM DENSITY FIBERBOARD
MTL. METAL
MIN. MINIMUM
MISC. MISCELLANEOUS

N. NORTH
N.I.C. NOT IN CONTRACT
N.T.S. NOT TO SCALE
O.C. ON CENTER
O.C.E.W. ON CENTER EACH WAY
OPG. OPENING
OPPH. OPPOSITE HAND
O.S.B. ORIENTED STRAND BOARD
O.D. OUTSIDE DIAMETER
O.H.D. OVERHEAD DOOR
PVMT. PAVEMENT
PL. PLATE
PLAS.LAM. PLASTIC LAMINATE
PLYWD. PLYWOOD
PT. POINT
R.C. RESILIENT CHANNEL
R. RADIUS, RISER
RE. REF., REFER TO
RECP.T. RECEPTACLE
RFRG. REFRIGERATOR
REINF. REINFORCE, REINFORCED, REINFORCING
REQ'D. REQUIRED
RM. ROOM
R.A. ROOF DRAIN
R.O. ROUGH OPENING
S.F. SQUARE FOOT
SCHED. SCHEDULE
SECT. SECTION
SHT. SHEET
SIM. SIMILAR
STC. SOUND TRANSMISSION CLASS
S.A.B. SOUND ATTENUATION BLANKETS
S. SOUTH OR SIDE
SPEC(S). SPECIFIED, SPECIFICATION(S)
S.R.O. SHEET ROCK OPENING
STD. STANDARD
STL. STEEL
STRUCT. STRUCTURAL
STOR. STORAGE
SQ. SQUARE
THK. THICK
T.C. TOP OF CURB
T.W. TOP OF WALL
T. TREAD, TILE, TOP
TYP. TYPICAL
U.N.O. UNLESS NOTED OTHERWISE
VERT. VERTICAL
V.C.T. VINYL COMPOSITION TILE
V.F. VINYL FABRIC
W. WEST OR WIDTH
W.W.M. WELDED WIRE MESH
W.W.F. WELDED WIRE FABRIC
w/ WITH
WD. WOOD
W.I.C. WALK-IN CLOSET
WT. WEIGHT
& AND
ANGLE
AT CENTERLINE
= EQUAL
' DEGREE
' FEET or MINUTES
' INCHES or SECONDS
' PLATE or PROPERTY LINE
(+/-) PLUS OR MINUS
POUND or NUMBER
: RATIO
~ ROUND or DIAMETER
| SQUARE
| SQUARE FEET
w/ WITH
w/o WITHOUT



SECTION CALLOUT



DETAIL CALLOUT



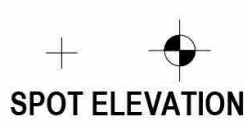
EXTERIOR ELEVATION MARK



INTERIOR ELEVATION MARK



LEVEL CALLOUT



SPOT ELEVATION



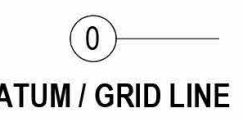
DOOR TAG



WINDOW TAG



WALL TAG



DATUM / GRID LINE



ROOM TAG

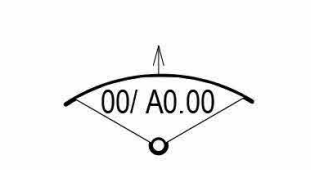
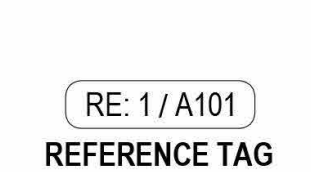


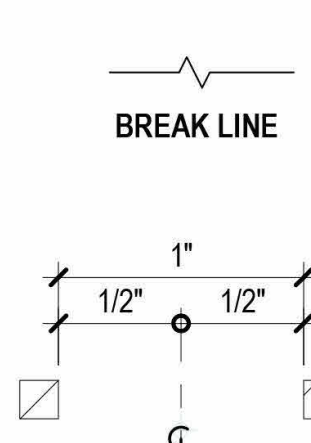
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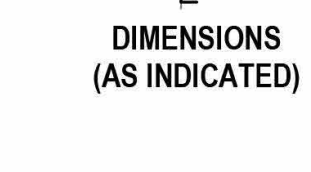
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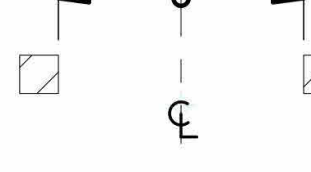
SLOPE MARKS



BREAK LINE



DIMENSIONS (AS INDICATED)



CLEAR DIMENSIONS (REQUIRED MIN.)



REVISION TAG

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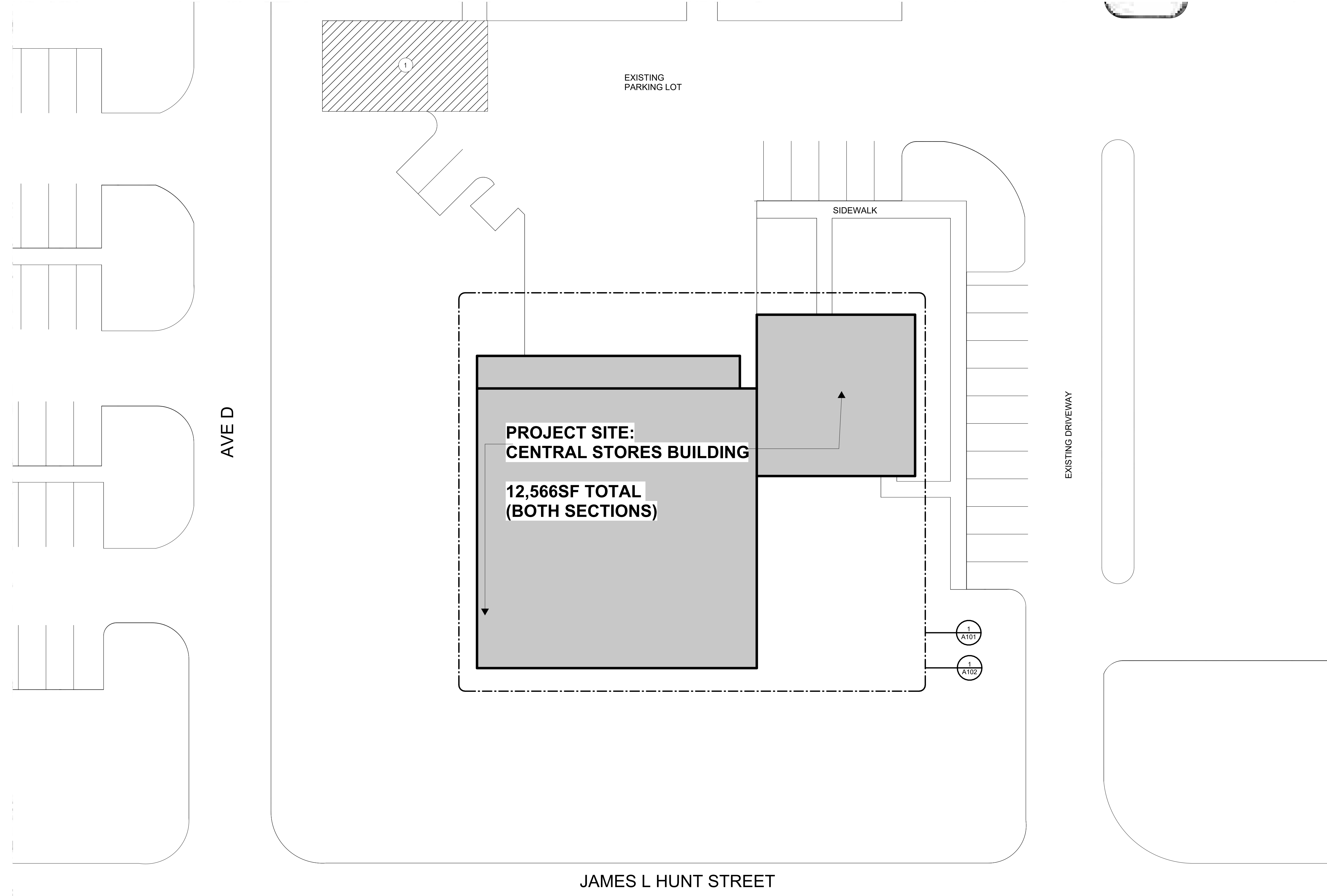


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555 HUNT STREET
BATON ROUGE, LOUISIANA 70813

NO.	REVISIONS	DATE
PROJECT NO.: WA-03-125		GENERAL NOTES



STAGING AREA KEYNOTES

1

POTENTIAL STAGING AREA, TO BE CONFIRMED WITH THE OWNER AND CONTRACTOR.

SITE PLAN LEGEND

CENTRAL STORE ROOF REPLACEMENT

NOT IN SCOPE OF WORK

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SOUTHERN UNIVERSITY CENTRAL
STORE ROOF REPLACEMENT

555 HUNT STREET

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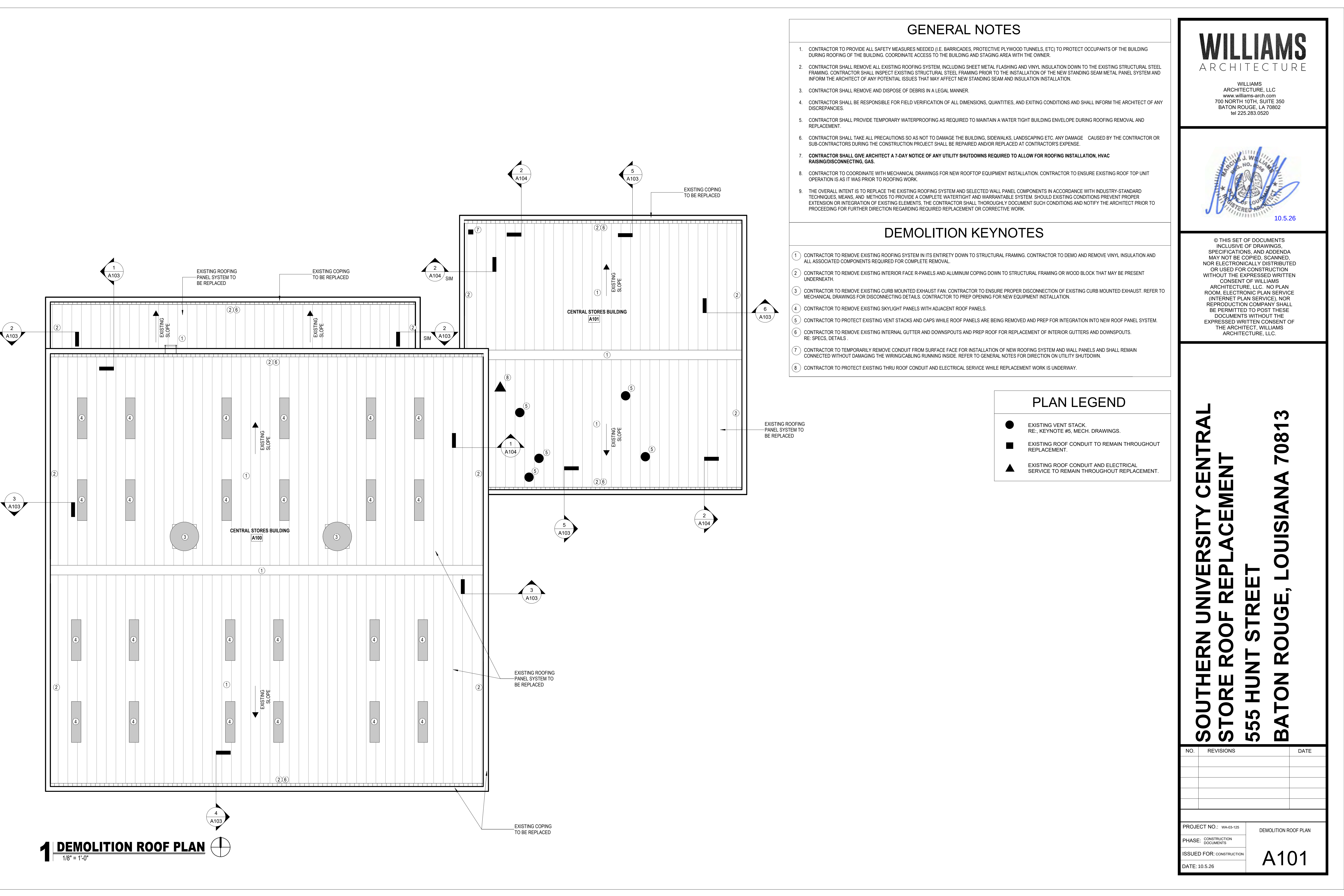
DATE: 10.5.26

AS101

1

ARCHITECTURAL SITE PLAN

1/16" = 1'-0"



GENERAL NOTES

1. CONTRACTOR TO PROVIDE ALL SAFETY MEASURES NEEDED (I.E. BARRICADES, PROTECTIVE PLYWOOD TUNNELS, ETC) TO PROTECT OCCUPANTS OF THE BUILDING DURING ROOFING OF THE BUILDING. COORDINATE ACCESS TO THE BUILDING AND STAGING AREA WITH THE OWNER.
2. CONTRACTOR SHALL REMOVE ALL EXISTING ROOFING SYSTEM, INCLUDING SHEET METAL FLASHING AND VINYL INSULATION DOWN TO THE EXISTING STRUCTURAL STEEL FRAMING. CONTRACTOR SHALL INSPECT EXISTING STRUCTURAL STEEL FRAMING PRIOR TO THE INSTALLATION OF THE NEW STANDING SEAM METAL PANEL SYSTEM AND INFORM THE ARCHITECT OF ANY POTENTIAL ISSUES THAT MAY AFFECT NEW STANDING SEAM AND INSULATION INSTALLATION.
3. CONTRACTOR SHALL REMOVE AND DISPOSE OF DEBRIS IN A LEGAL MANNER.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL DIMENSIONS, QUANTITIES, AND EXITING CONDITIONS AND SHALL INFORM THE ARCHITECT OF ANY DISCREPANCIES.
5. CONTRACTOR SHALL PROVIDE TEMPORARY WATERPROOFING AS REQUIRED TO MAINTAIN A WATER TIGHT BUILDING ENVELOPE DURING ROOFING REMOVAL AND REPLACEMENT.
6. CONTRACTOR SHALL TAKE ALL PRECAUTIONS SO AS NOT TO DAMAGE THE BUILDING, SIDEWALKS, LANDSCAPING ETC. ANY DAMAGE CAUSED BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE CONSTRUCTION PROJECT SHALL BE REPAIRED AND/OR REPLACED AT CONTRACTOR'S EXPENSE.
7. CONTRACTOR SHALL GIVE ARCHITECT A 7-DAY NOTICE OF ANY UTILITY SHUTDOWNS REQUIRED TO ALLOW FOR ROOFING INSTALLATION, HVAC RAISING/DISCONNECTING, GAS.
8. CONTRACTOR TO COORDINATE WITH MECHANICAL DRAWINGS FOR NEW ROOFTOP EQUIPMENT INSTALLATION. CONTRACTOR TO ENSURE EXISTING ROOF TOP UNIT OPERATION IS AS IT WAS PRIOR TO ROOFING WORK.
9. THE OVERALL INTENT IS TO REPLACE THE EXISTING ROOFING SYSTEM AND SELECTED WALL PANEL COMPONENTS IN ACCORDANCE WITH INDUSTRY-STANDARD TECHNIQUES, MEANS, AND METHODS TO PROVIDE A COMPLETE WATERTIGHT AND WARRANTABLE SYSTEM. SHOULD EXISTING CONDITIONS PREVENT PROPER EXTENSION OR INTEGRATION OF EXISTING ELEMENTS, THE CONTRACTOR SHALL THOROUGHLY DOCUMENT SUCH CONDITIONS AND NOTIFY THE ARCHITECT PRIOR TO PROCEEDING FOR FURTHER DIRECTION REGARDING REQUIRED REPLACEMENT OR CORRECTIVE WORK.

DEMOLITION KEYNOTES

1. CONTRACTOR TO REMOVE EXISTING ROOFING SYSTEM IN ITS ENTIRETY DOWN TO STRUCTURAL FRAMING. CONTRACTOR TO DEMO AND REMOVE VINYL INSULATION AND ALL ASSOCIATED COMPONENTS REQUIRED FOR COMPLETE REMOVAL.
2. CONTRACTOR TO REMOVE EXISTING INTERIOR FACE R-PANELS AND ALUMINUM COPING DOWN TO STRUCTURAL FRAMING OR WOOD BLOCK THAT MAY BE PRESENT UNDERNEATH.
3. CONTRACTOR TO REMOVE EXISTING CURB MOUNTED EXHAUST FAN. CONTRACTOR TO ENSURE PROPER DISCONNECTION OF EXISTING CURB MOUNTED EXHAUST. REFER TO MECHANICAL DRAWINGS FOR DISCONNECTING DETAILS. CONTRACTOR TO PREP OPENING FOR NEW EQUIPMENT INSTALLATION.
4. CONTRACTOR TO REMOVE EXISTING SKYLIGHT PANELS WITH ADJACENT ROOF PANELS.
5. CONTRACTOR TO PROTECT EXISTING VENT STACKS AND CAPS WHILE ROOF PANELS ARE BEING REMOVED AND PREP FOR INTEGRATION INTO NEW ROOF PANEL SYSTEM.
6. CONTRACTOR TO REMOVE EXISTING INTERNAL GUTTER AND DOWNSPOUTS AND PREP ROOF FOR REPLACEMENT OF INTERIOR GUTTERS AND DOWNSPOUTS. RE: SPECS, DETAILS.
7. CONTRACTOR TO TEMPORARILY REMOVE CONDUIT FROM SURFACE FACE FOR INSTALLATION OF NEW ROOFING SYSTEM AND WALL PANELS AND SHALL REMAIN CONNECTED WITHOUT DAMAGING THE WIRING/CABLING RUNNING INSIDE. REFER TO GENERAL NOTES FOR DIRECTION ON UTILITY SHUTDOWN.
8. CONTRACTOR TO PROTECT EXISTING THRU ROOF CONDUIT AND ELECTRICAL SERVICE WHILE REPLACEMENT WORK IS UNDERWAY.

PLAN LEGEND

- EXISTING VENT STACK. RE: KEYNOTE #5, MECH. DRAWINGS.
- EXISTING ROOF CONDUIT TO REMAIN THROUGHOUT REPLACEMENT.
- ▲ EXISTING ROOF CONDUIT AND ELECTRICAL SERVICE TO REMAIN THROUGHOUT REPLACEMENT.

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STORE ROOF REPLACEMENT
555 HUNT STREET
BATON ROUGE, LOUISIANA 70813**

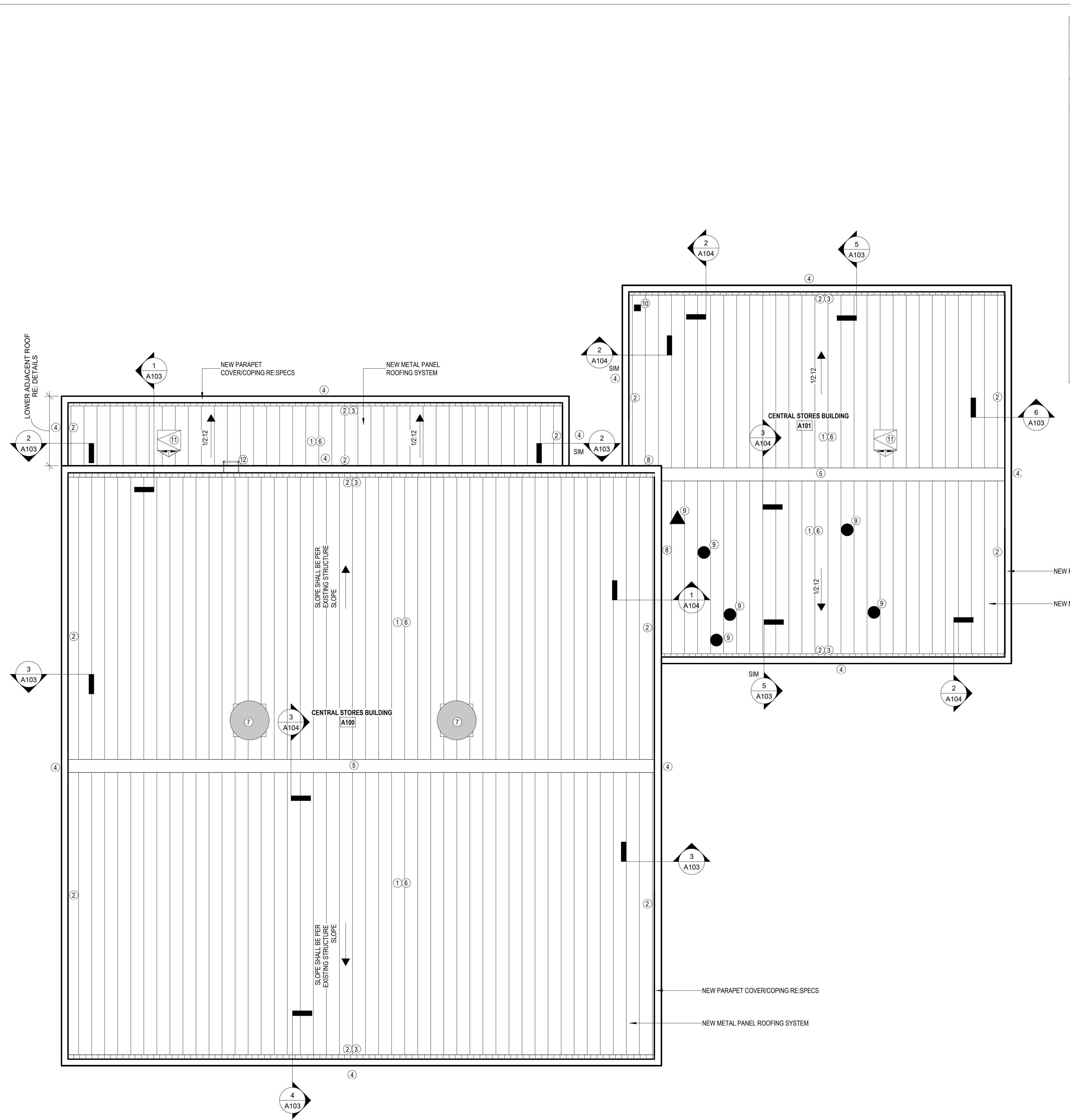
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DEMOLITION ROOF PLAN

A101

1 DEMOLITION ROOF PLAN
1/8" = 1'-0"



1 RENOVATION ROOF PLAN

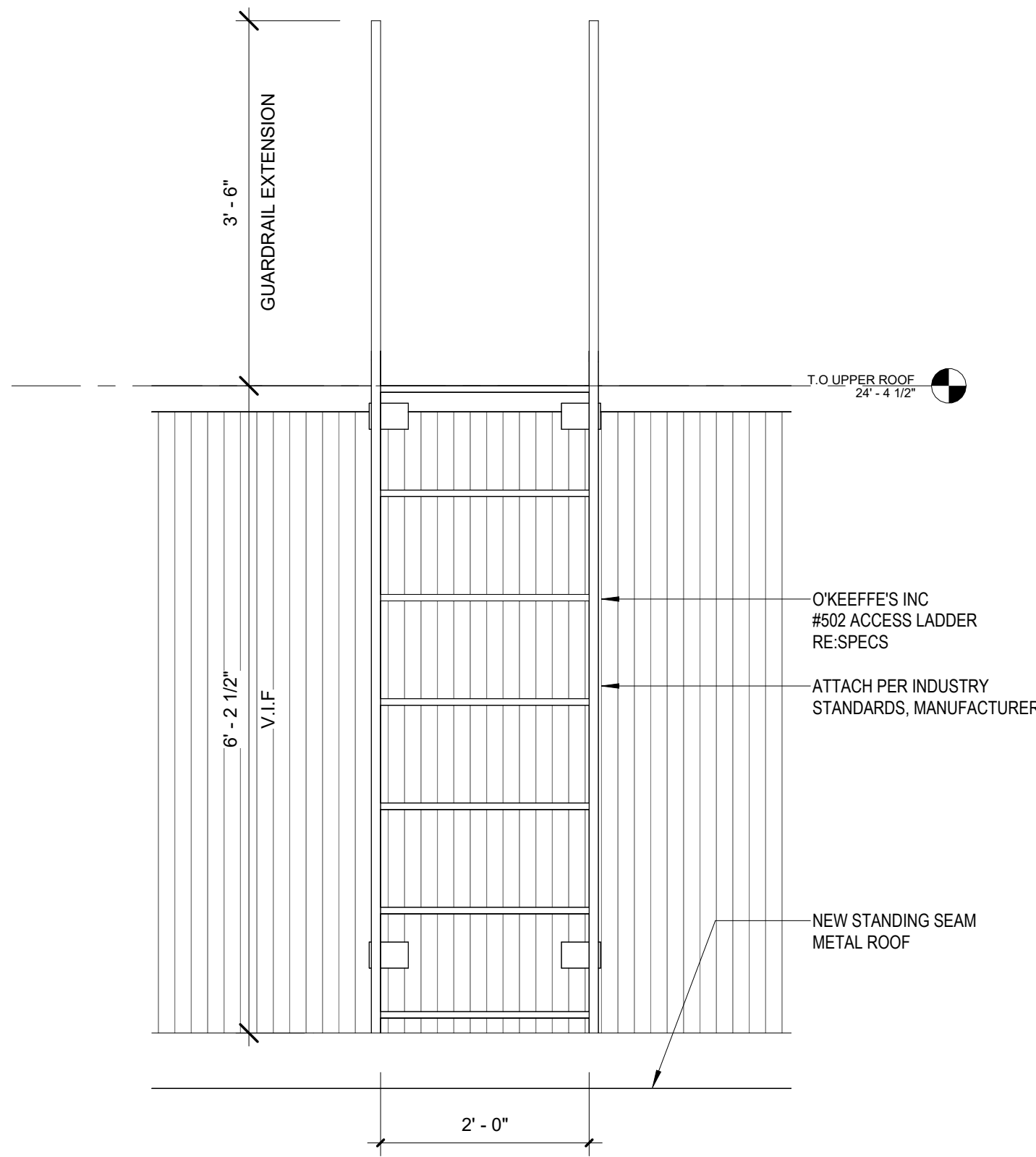
1/8" = 1'-0"

RENOVATION KEYNOTES

REFER TO SHEET A101 FOR GENERAL NOTES.

RENOVATION KEYNOTES

- 1 CONTRACTOR TO PROVIDE AND INSTALL NEW STANDING SEAM METAL ROOF PANELS. RE:DETAILS AND SPECIFICATIONS.
- 2 CONTRACTOR TO PROVIDE AND INSTALL NEW R PANELS AT INTERIOR OF PARAPET WALLS. RE: DETAILS AND SPECIFICATIONS.
- 3 CONTRACTOR TO PROVIDE AND INSTALL NEW INTERNAL ALUMINUM GUTTER AND DOWNSPOUT SYSTEM. CONTRACTOR TO COORDINATE NEW DOWNSPOUT INSTALLATION AT THE EXISTING LOCATIONS. CONTRACTOR TO COORDINATE DOWNSPOUTS WITH EXISTING BUILDING COMPONENTS (MECHANICAL, ELECTRICAL AND PLUMBING). COORDINATE WITH ARCHITECT PRIOR TO INSTALLATION. REFER TO REFERENCE DRAWINGS FOR DETAILS.
- 4 CONTRACTOR TO PROVIDE AND INSTALL NEW PREFINISHED ALUMINUM COPING. CONTRACTOR TO VERIFY EXISTING FRAMING IS SUITABLE TO RECEIVE NEW COPING PRIOR TO INSTALLATION. NOTIFY ARCHITECT OF ANY DEFICIENT CONDITIONS PRIOR TO PROCEEDING.
- 5 CONTRACTOR TO PROVIDE AND INSTALL NEW PREFINISHED RIDGE FLASHING. RE: DETAILS
- 6 CONTRACTOR TO PROVIDE AND INSTALL NEW ROOF INSULATION SYSTEM. CONTRACTOR TO VERIFY EXISTING FRAMING IS SUITABLE TO RECEIVE NEW INSULATION INSTALLATION PRIOR TO INSTALLATION. NOTIFY ARCHITECT OF ANY DEFICIENT CONDITION PRIOR TO PROCEEDING. RE:SPECS
- 7 CONTRACTOR TO PROVIDE AND INSTALL NEW ROOF EXHAUST VENTILATOR RE: MECHANICAL DRAWINGS. CONTRACTOR TO PROVIDE FLASHING AND CAULKING AS REQUIRED FOR WEATHERTIGHT SEAL PER MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR TO VERIFY ROOF PURLIN LOCATIONS PRIOR TO INSTALLATION AND PROVIDE ADDITIONAL FRAMING AS REQUIRED.
- 8 CONTRACTOR TO PROVIDE AND INSTALL NEW REGLET AND COUNTERFLASHING AT EXISTING MASONRY WALL. RE: DETAILS
- 9 CONTRACTOR TO PROVIDE AND INSTALL NEW FLEXIBLE RUBBER PIPE BOOT FLASHING AND SEALANT AT EXISTING THRU ROOF PIPE PENETRATIONS.
- 10 CONTRACTOR TO REMOUNT THE EXISTING ELECTRICAL CONDUIT AFTER ROOFING SYSTEM AND METAL WALL PANEL INSTALLATION.
- 11 CONTRACTOR TO PROVIDE AND INSTALL NEW ROOF INTERIOR LADDER AND ROOF ACCESS HATCH. CONTRACTOR TO PROVIDE ALL CRICKETS REQUIRED TO PROVIDE A WATERTIGHT ENVELOPE AT THE EXISTING ROOF SYSTEM. CONTRACTOR TO PROVIDE AND INSTALL SECURITY LOCK AT GROUND ACCESS LADDERS. RE:SPECS
- 12 CONTRACTOR TO PROVIDE AND INSTALL NEW EXTERIOR LADDER AT THE EXTERIOR PARAPET WALL. CONTRACTOR TO PATCH ALL OPENINGS AS A RESULT OF INSTALLATION OF THE NEW EXTERIOR LADDER. RE:SPECS



2 ROOF LADDER ELEVATION

3/4" = 1'-0"

ALLOWANCE #1: CURB STEEL AT MECHANICAL UNITS, IF REQUIRED.

ALLOWANCE #2: WOOD BLOCKING AT CURBS AND PARAPETS, IF REQUIRED.

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**SOUTHERN UNIVERSITY CENTRAL
STORE ROOF REPLACEMENT
555 HUNT STREET
BATON ROUGE, LOUISIANA 70813**

NO.	REVISIONS	DATE

PROJECT NO.: WA-03-125

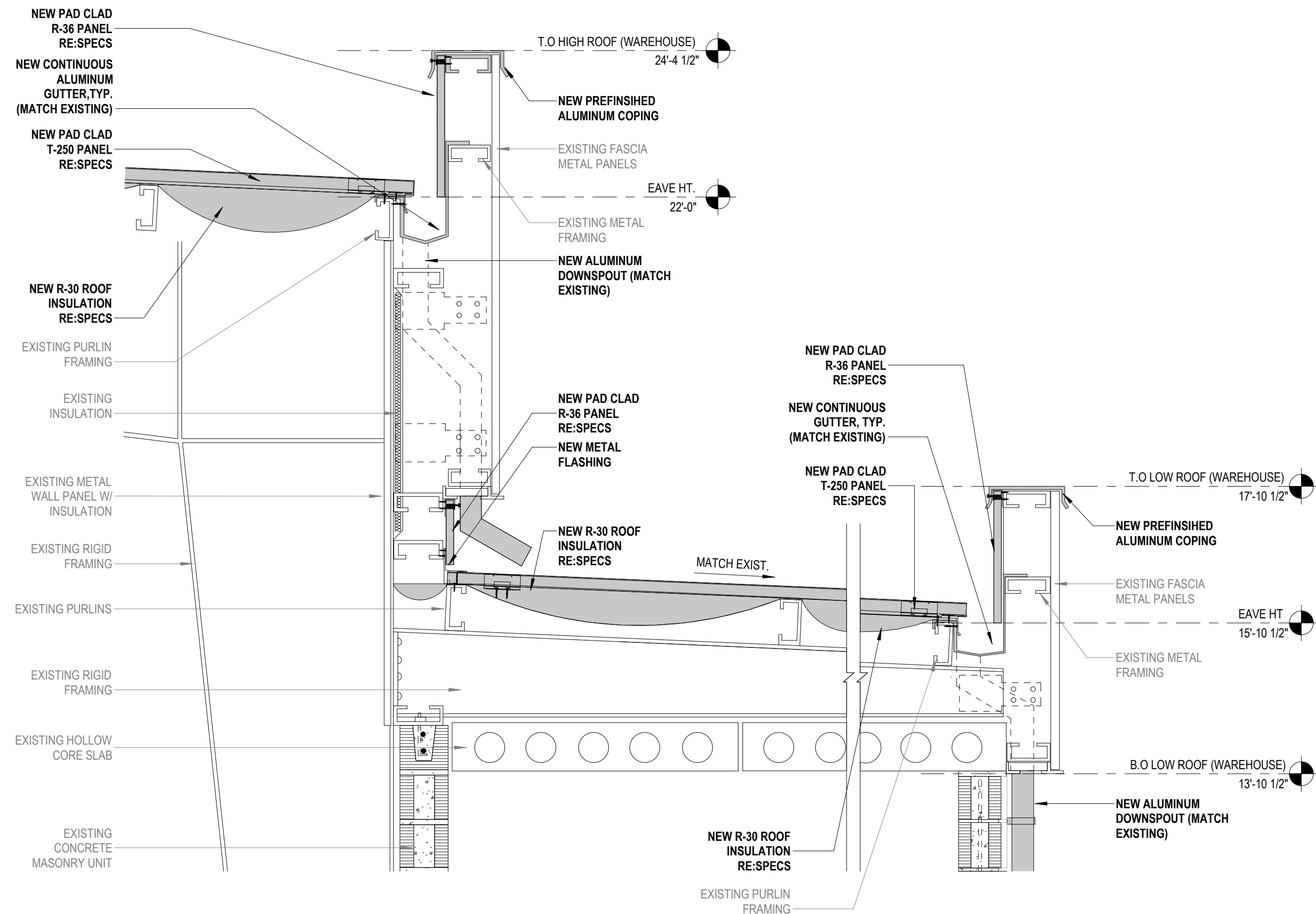
RENOVATION ROOF PLAN

PHASE: CONSTRUCTION

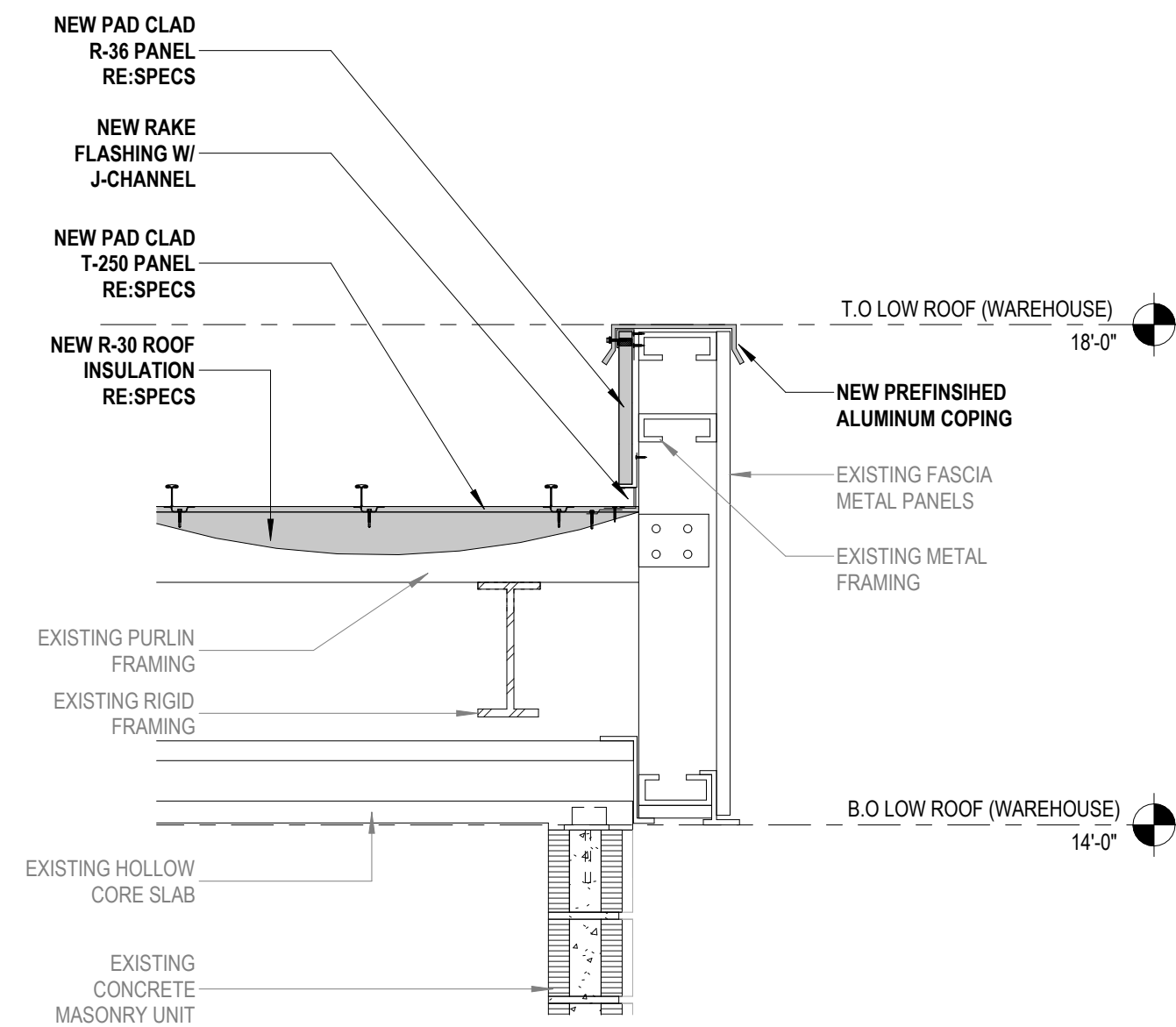
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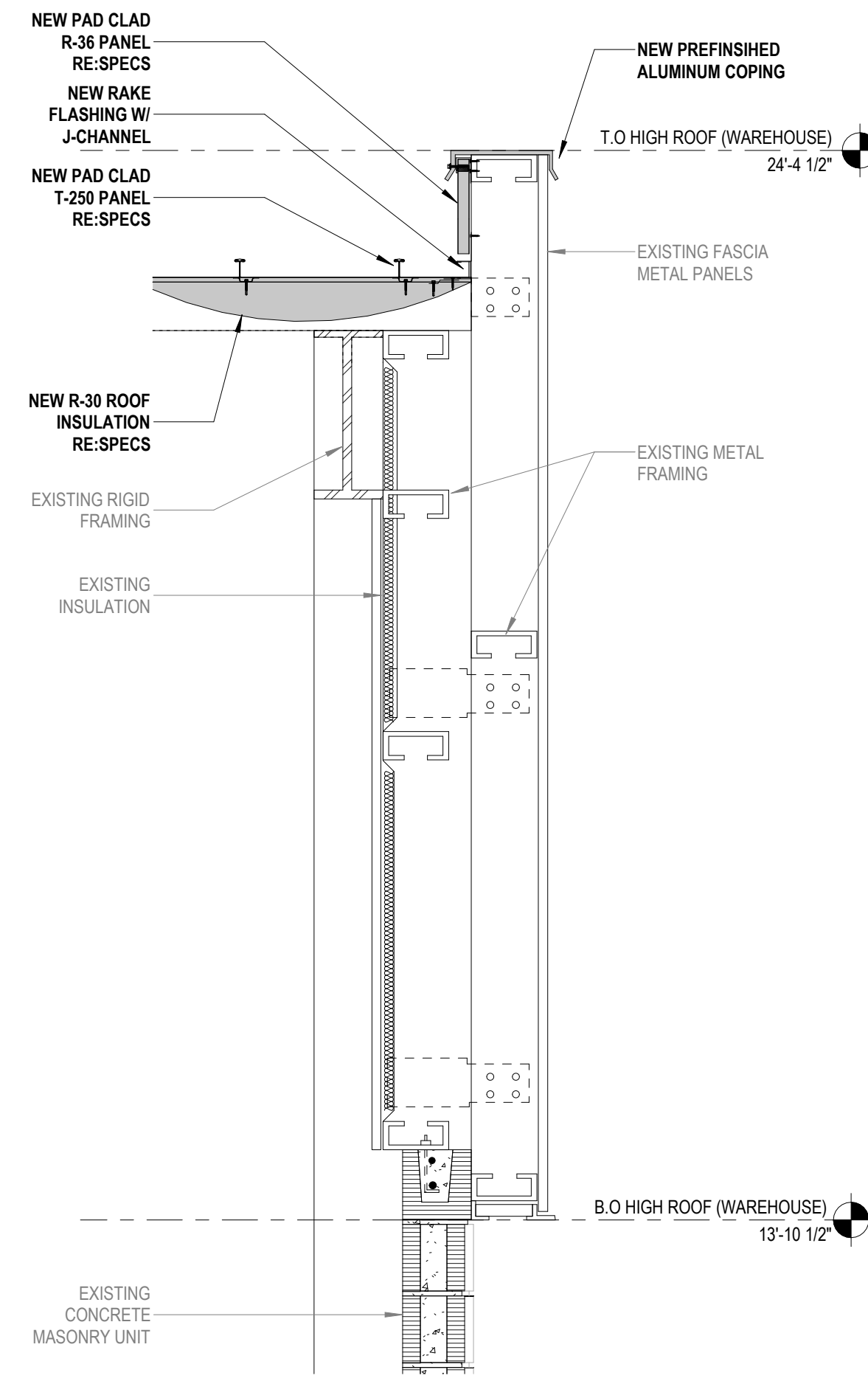
A102



1 SECTION DETAIL - STORAGE WALL (GUTTER)
3/4" = 1'-0"

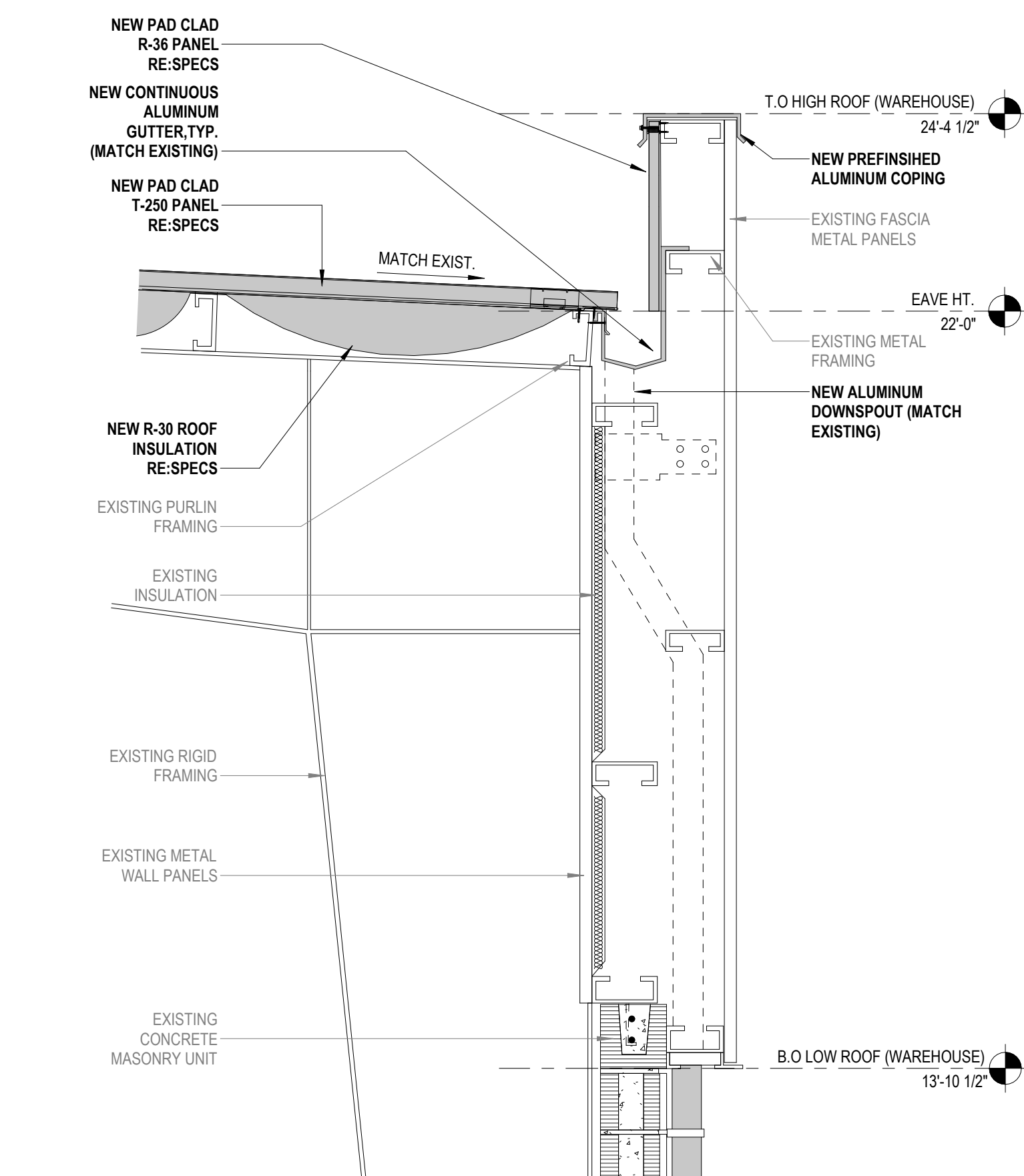


2 SECTION DETAIL - STORAGE WALL
3/4" = 1'-0"

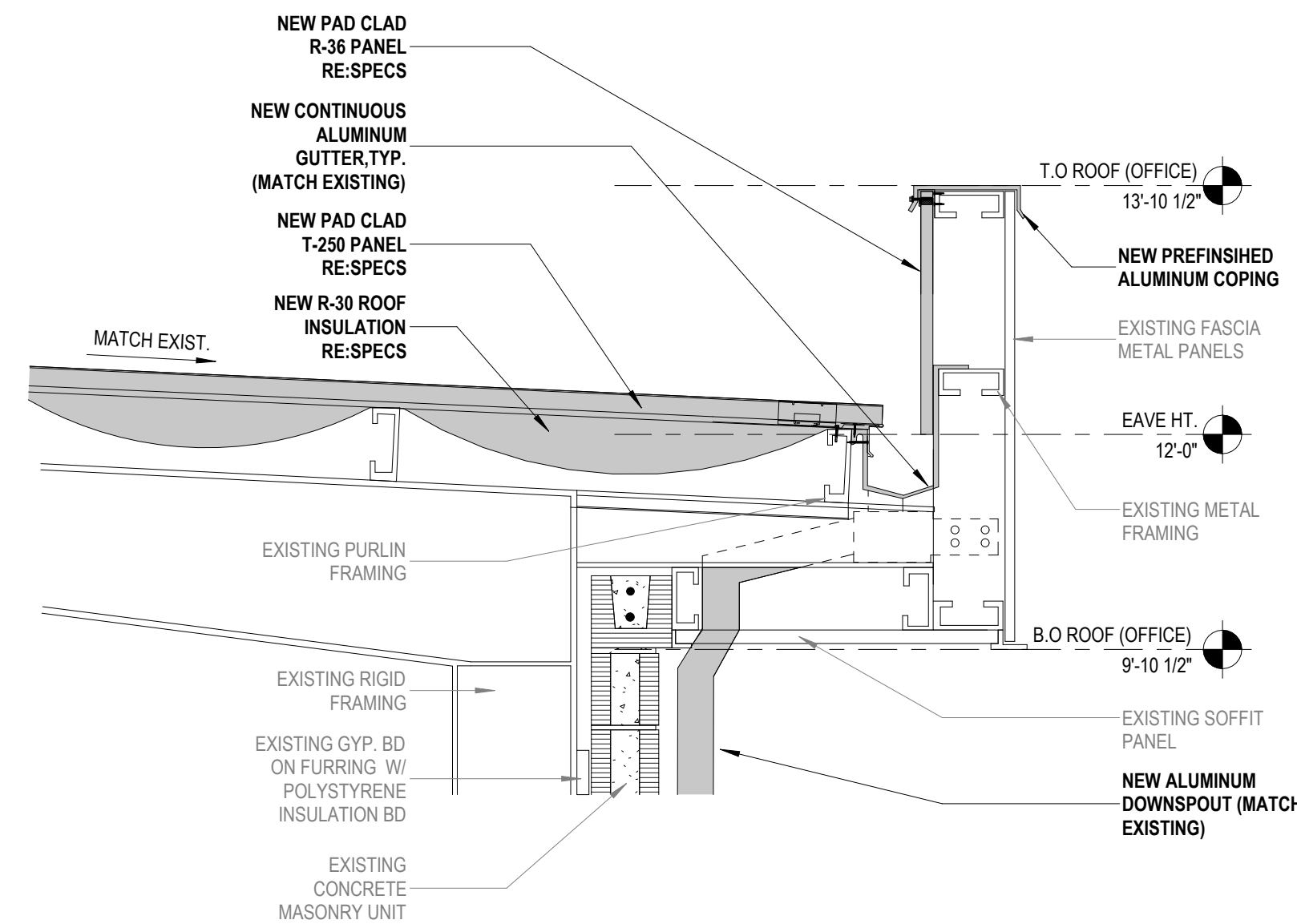


3 SECTION DETAIL - WAREHOUSE WALL
3/4" = 1'-0"

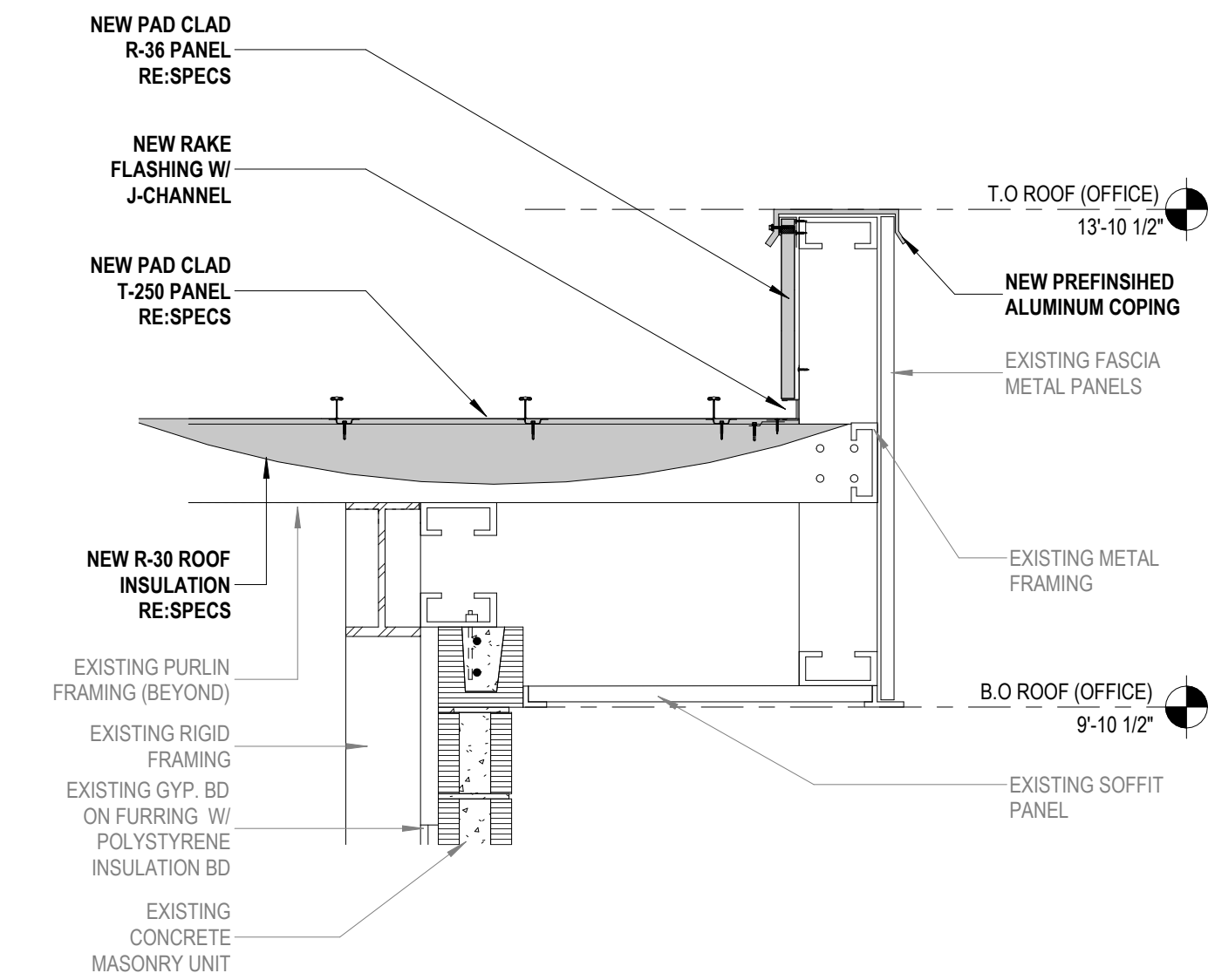
ALLOWANCE #3: REPLACEMENT OF EXISTING EXTERIOR FACING METAL PANELS UP TO 500SF REQUIRING REPLACEMENT AFTER SELECTIVE DEMOLITION OF ANY NEW INSTALLATION OF ROOF IS COMPLETE, SHOULD ROOF/WALL SYSTEM NOT BE ABLE TO BE RESECURED.



4 SECTION DETAIL - WAREHOUSE WALL (GUTTER)
3/4" = 1'-0"



5 SECTION DETAIL - DIRECTOR WALL (GUTTER)
3/4" = 1'-0"



6 SECTION DETAIL - ASSIST. DIRECTOR WALL
3/4" = 1'-0"

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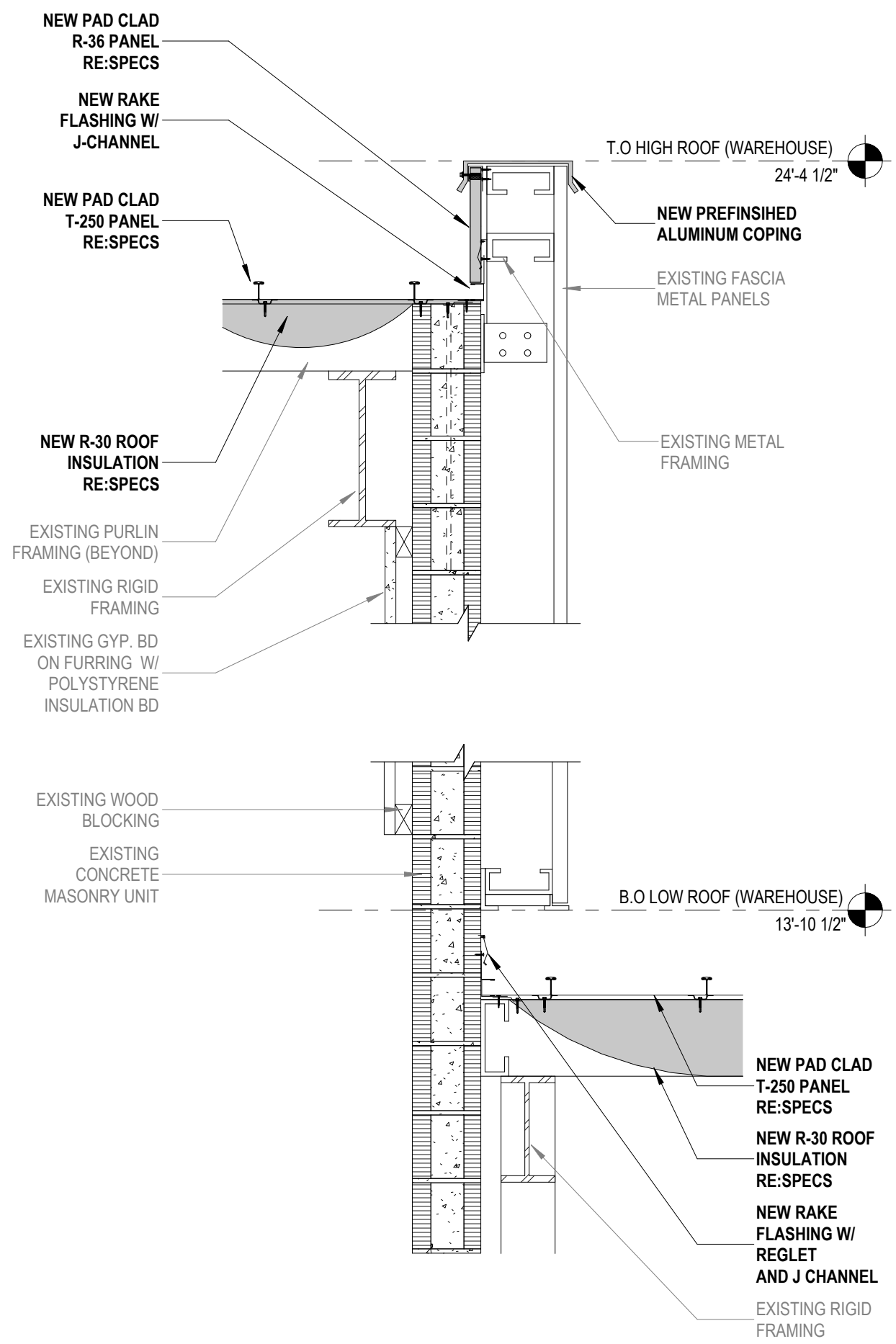
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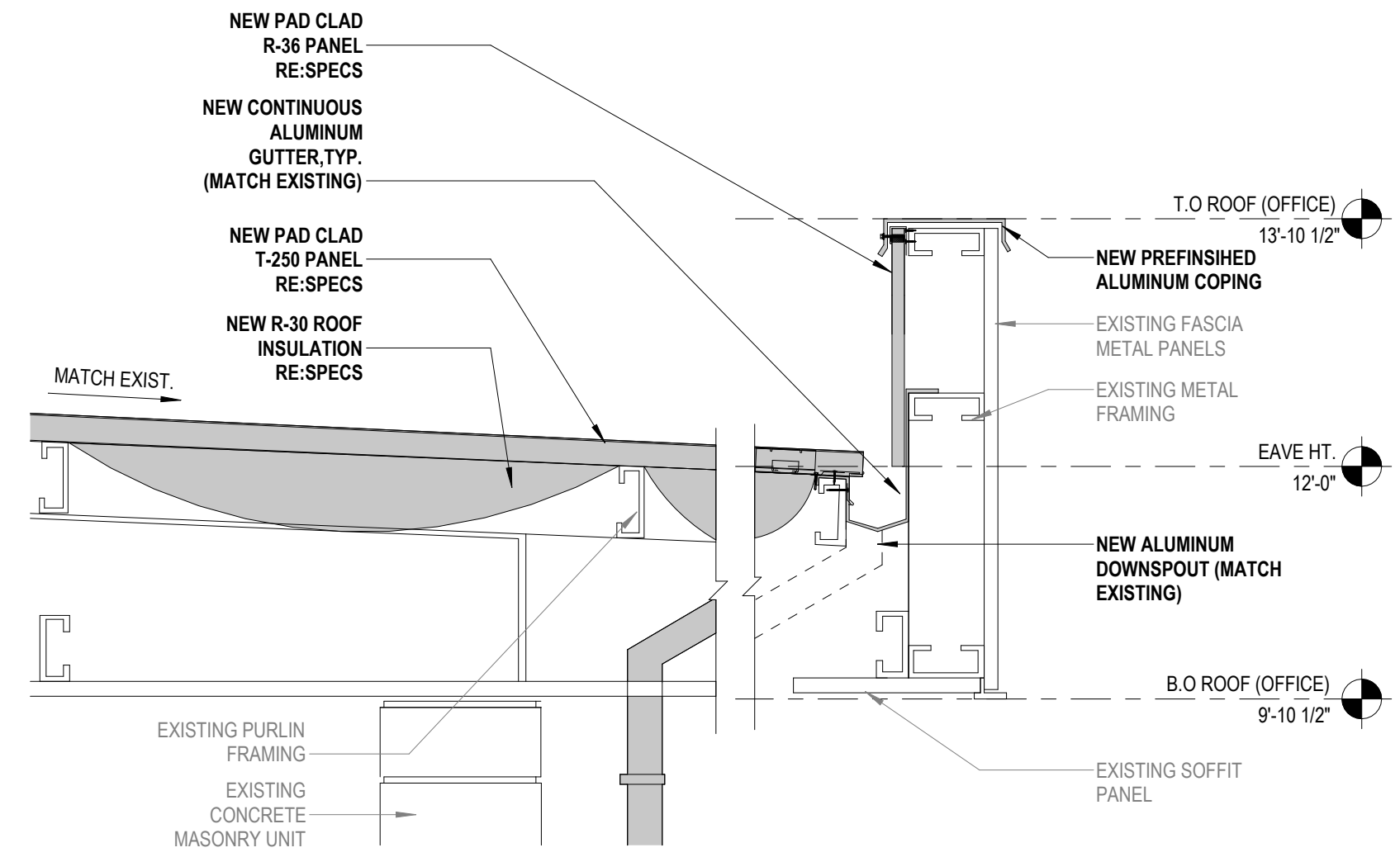
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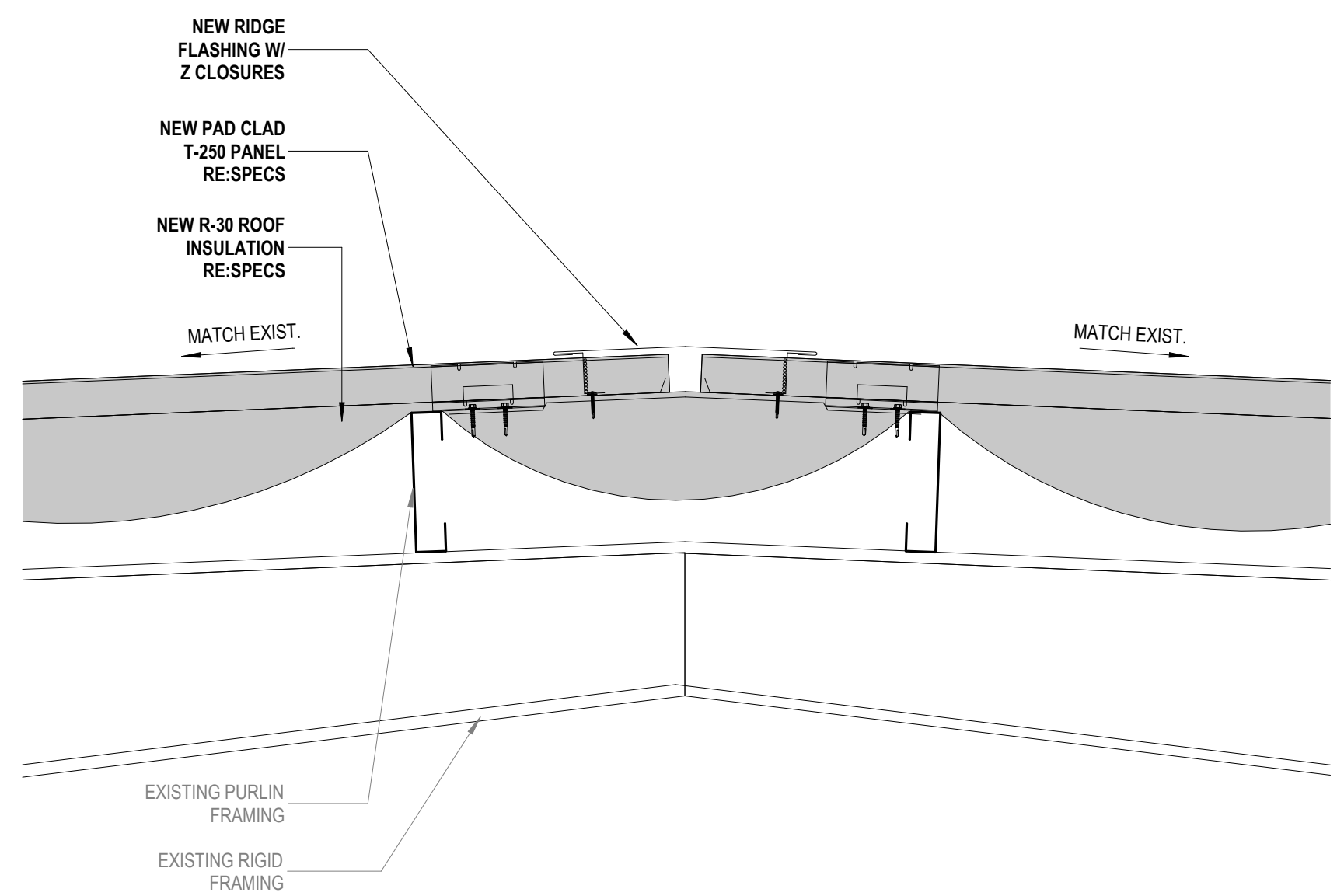
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PROJECT NO.: WA-03-125		TYPICAL DETAILS <



1 SECTION DETAIL - WAREHOUSE WALL
3/4" = 1'-0"



2 SECTION DETAIL - PORCH
3/4" = 1'-0"



3 SECTION DETAIL - RIDGE
1 1/2" = 1'-0"

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NO.	REVISIONS	DATE
PROJECT NO.: WA-03-125		TYPICAL DETAILS
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DATE: 10.5.26		

ROOF DRAINAGE PLAN CALCULATIONS

ROOF AREA #1 (Q= RXA/96.23)			
STORM EVENT	NOAA 60-MIN RAINFALL (R)	ROOF AREA (A)	CALCULATED FLOW (Q)
10 YEAR	3.10 IN/HR	9,295 SF	299.4 GPM
25 YEAR	3.54 IN/HR	9,295 SF	342.0 GPM
50 YEAR	3.96 IN/HR	9,295 SF	382.6 GPM
100 YEAR	4.40 IN/HR	9,295 SF	425.0 GPM
ROOF AREA #2 (Q= RXA/96.23)			
STORM EVENT	NOAA 60-MIN RAINFALL (R)	ROOF AREA (A)	CALCULATED FLOW (Q)
10 YEAR	3.10 IN/HR	3,275 SF	105.5 GPM
25 YEAR	3.54 IN/HR	3,275 SF	120.5 GPM
50 YEAR	3.96 IN/HR	3,275 SF	134.8 GPM
100 YEAR	4.40 IN/HR	3,275 SF	149.7 GPM

GUTTER/DOWNSPOUT CALCULATIONS

ROOF AREA #1					
ROOF AREA SERVED	RAINFALL INTENSITY	TOTAL GUTTER FLOW (REQUIRED)	NUMBER OF DOWNSPOUTS	TRIBUTARY AREA PER DOWNSPOUT	FLOW PER DOWNSPOUT
9,295SF	4.40 IN./HR	425.0 GPM	11	774SF	38.6 GPM
ROOF AREA #2					
ROOF AREA SERVED	RAINFALL INTENSITY	TOTAL GUTTER FLOW (REQUIRED)	NUMBER OF DOWNSPOUTS	TRIBUTARY AREA PER DOWNSPOUT	FLOW PER DOWNSPOUT
3,275SF	4.40 IN./HR	149.7 GPM	6	545SF	25.0 GPM

PROPOSED GUTTER/DOWNSPOUT SYSTEM

ROOF AREA #1					
REQUIRED DOWNSPOUT CAPACITY (GPM)	PROPOSED DOWNSPOUT SIZE	PROPOSED DOWNSPOUT GPM (IPC 2021 TABLE 1106.3)	REQUIRED GUTTER CAPACITY TRIBUTARY (GPM)	PROVIDED GUTTER SIZE	GUTTER PROVIDED GPM
38.6 GPM	4X5	360 GPM	425.0 GPM	8" X 7" (1/8 SLOPE)	856 GPM
ROOF AREA #2					
REQUIRED DOWNSPOUT CAPACITY (GPM)	PROPOSED DOWNSPOUT SIZE	PROPOSED DOWNSPOUT GPM (IPC 2021 TABLE 1106.3)	REQUIRED GUTTER CAPACITY TRIBUTARY (GPM)	PROVIDED GUTTER SIZE	GUTTER PROVIDED GPM
25.0 GPM	4X5	360 GPM	149.7 GPM	6" X 6" (1/8 SLOPE)	495 GPM

SUPERIMPOSED DESIGN LOADS:

1. WIND LOADS:

VELOCITY = 120 MPH
RISK CATEGORY = II
EXPOSURE = B
ANALYSIS PROCEDURE = ASCE 7-16/IBC 2021
COMPONENT AND CLADDING PRESSURE/SUCTION:

ROOF / WALL ZONE	TRIBUTARY AREA (SQ. FT.)	SUCTION / PRESSURE (PSF)
1	10 OR LESS	-35.7 / 12.6
	20	-33.9 / 12.6
	50	-30.0 / 12.6
	100	-28.1 / 12.6
	200	-25.8 / 12.6
	500	-22.5 / 12.6
	1000 OR MORE	-22.5 / 12.6
1'	10 OR LESS	-20.5 / 12.6
	20	-20.5 / 12.6
	50	-20.5 / 12.6
	100	-20.5 / 12.6
	200	-17.7 / 12.6
	500	-13.9 / 12.6
	1000 OR MORE	-12.6 / 12.6
2	10 OR LESS	-47.1 / 12.6
	20	-44.9 / 12.6
	50	-39.5 / 12.6
	100	-37.6 / 12.6
	200	-33.9 / 12.6
	500	-30.0 / 12.6
	1000 OR MORE	-30.0 / 12.6
3	10 OR LESS	-64.3 / 12.6
	20	-58.5 / 12.6
	50	-51.0 / 12.6
	100	-43.4 / 12.6
	200	-37.6 / 12.6
	500	-30.0 / 12.6
	1000 OR MORE	-30.0 / 12.6
4	10 OR LESS	-24.4 / 22.5
	20	-23.4 / 20.5
	50	-22.5 / 19.6
	100	-20.5 / 18.6
	200	-19.6 / 17.7
	500	-18.6 / 16.7
	1000 OR MORE	-18.6 / 16.7
5	10 OR LESS	-30.0 / 22.5
	20	-28.1 / 20.5
	50	-26.2 / 19.6
	100	-24.4 / 18.6
	200	-20.5 / 17.7
	500	-18.6 / 16.7
	1000 OR MORE	-18.6 / 16.7

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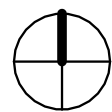
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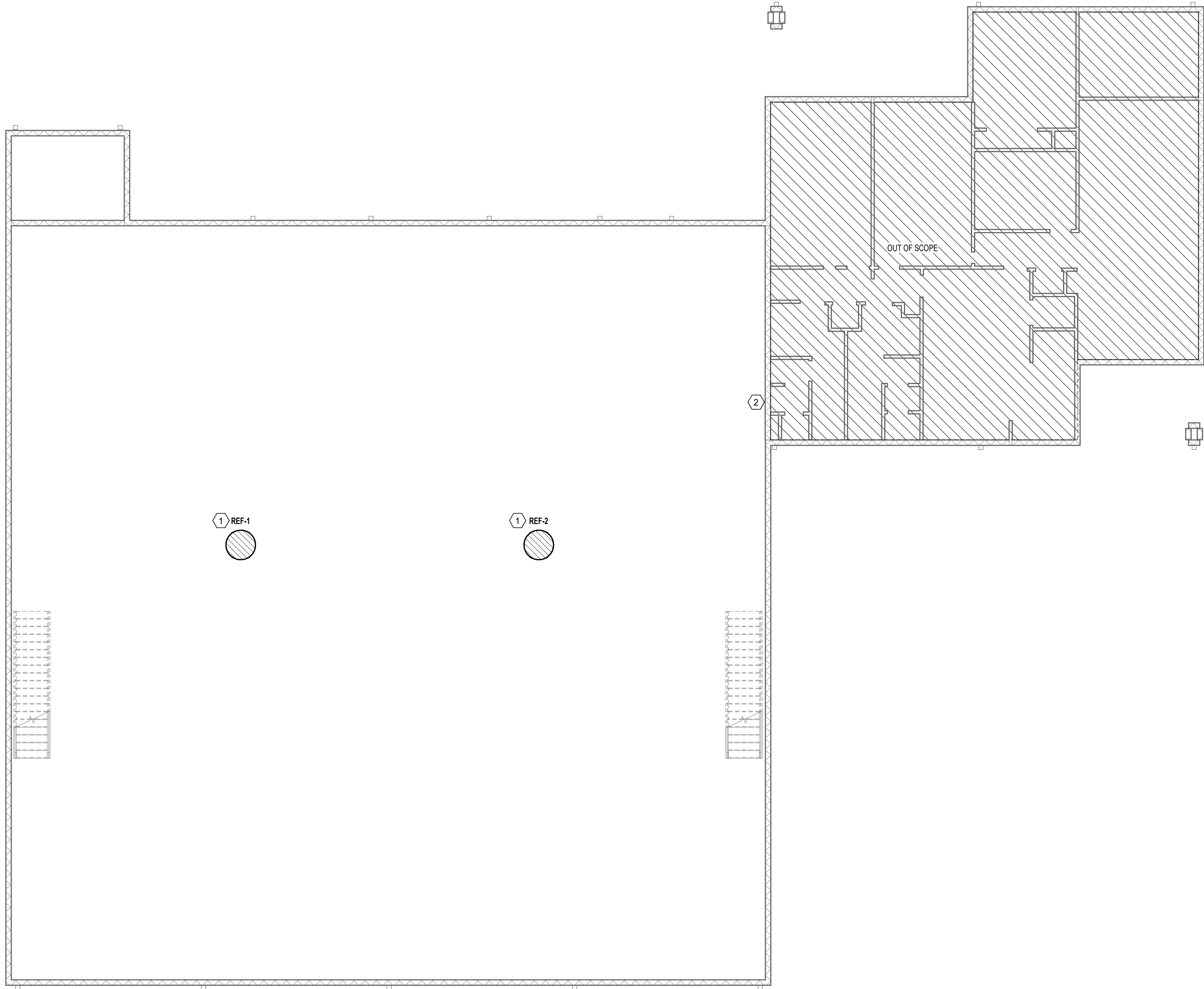
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NO.	REVISIONS	DATE
PROJECT NO.: WA-03-125		RENOVATION ROOF PLAN <

1 DRAINAGE PLAN

1/8" = 1'-0"





MECHANICAL KEY NOTES

1. REMOVE EXISTING ROOF EXHAUST FAN & PROVIDE NEW ROOF EXHAUST FAN WITH INTEGRAL BACKDRAFT DAMPER. PROVIDE ADAPT-A-CURB AS REQUIRED FOR NEW FAN INSTALLATION. COORDINATE WITH GENERAL, ELECTRICAL & ROOFING CONTRACTOR PRIOR TO CONSTRUCTION & ORDERING EQUIPMENT/MATERIAL.
2. PROVIDE NEW TOGGLE SWITCH AS FOR FANS AS REQUIRED FOR PROPER OPERATION. COORDINATE EXACT LOCATION WITH OWNER, ARCHITECT & GENERAL CONTRACTOR.

GENERAL MECHANICAL DEMO NOTES

1. REMOVE EXISTING FAN & HAUL OFF SITE AS DEBRIS. FIELD VERIFY EXISTING FAN CURB SIZE PRIOR TO ORDERING NEW EQUIPMENT. COORDINATE EXISTING FAN ELECTRICAL & CONTROLS PRIOR TO CONSTRUCTION. COORDINATE WITH ELECTRICAL CONTRACTOR FOR DISCONNECT & RECONNECT OF POWER. PROVIDE NEW CONDUIT & WIRING AS REQUIRED FOR NEW FAN INSTALLATION.

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**SOUTHERN UNIVERSITY CENTRAL
STORE ROOF REPLACEMENT
555 HUNT STREET
BATON ROUGE, LOUISIANA 70813**

1 MECHANICAL PLAN

1/8" = 1'-0"

SCHEDULE - FANS

MARK	FAN					FAN MOTOR					FEI	WEIGHT	FAN CONTROLS	MANUFACTURER / MODEL
	TYPE	AIRFLOW	EXT ESP	MAX SONES	RPM	DRIVE	POWER	VOLTS	PH	FREQ				
REF-1	ROOF EXHAUST	15000 CFM	0.28 ft-wg	11.7	1725	BELT	2 hp	208 V	1	60 Hz	1.16	525 lb	TOGGLE SWITCH ON WALL	GREENHECK MODEL GB-480-20 OR APPROVED EQUAL
REF-2	ROOF EXHAUST	15000 CFM	0.28 ft-wg	11.7	1725	BELT	2 hp	208 V	1	60 Hz	1.16	525 lb	TOGGLE SWITCH ON WALL	GREENHECK MODEL GB-480-20 OR APPROVED EQUAL

NOTES:

1. BASIS OF DESIGN FAN:
A. STANDARD CURB CAP = 58" x 58"
B. DAMPER = 52" x 52"
C. ROOF OPENING = 54.5" x 54.5"
2. MOTOR ENCLOSURE = 0DP
3. PROVIDE INSULATED FAN HOUSING.
4. PROVIDE INTEGRAL DISCONNECTING MEANS & NEMA 1 DISCONNECT SWITCH.
5. PROVIDE MOTORS WITH BUILT-IN THERMAL OVERLOAD PROTECTION FOR ALL FANS.
6. ALL EXHAUST AND SUPPLY FANS SHALL BE AMCA RATED FOR BOTH AIR AND SOUND.
7. PROVIDE FACTORY FINISHES ON ALL SURFACE EXPOSED TO VIEW.
8. PROVIDE ADAPT-A-CURB FOR NEW FANS. ALL ROOF CURBS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE METAL BUILDING MANUFACTURER AND THE EQUIPMENT MANUFACTURER TO MAINTAIN ALL WARRANTIES. COORDINATE WITH THE METAL BUILDING MANUFACTURER AND GENERAL CONTRACTOR PRIOR TO ORDERING EQUIPMENT.
9. PROVIDE WITH INTEGRAL BACKDRAFT DAMPER.
10. APPROVED EQUALS: LOREN COOK

11. STANDARD CONSTRUCTION FEATURES:
A. ALUMINUM HOUSING
B. BACKWARD INCLINED ALUMINUM WHEEL
C. CURB CAP WITH PREPUNCHED MOUNTING HOLES
D. MOTOR AND DRIVES ISOLATED ON SHOCK MOUNTS
E. BIRDSCREEN
F. BALL BEARING MOTORS
G. ADJUSTABLE MOTOR PULLEY
H. ADJUSTABLE MOTOR PLATE
I. FAN SHAFT MOUNTED IN BALL BEARING PILLOW BLOCKS
J. BEARINGS MEET OR EXCEED TEMPERATURE RATING OF FAN
K. STATIC RESISTANT BELTS
L. CORROSION RESISTANT FASTENERS
M. SIZES 141 AND LARGER HAVE INTERNAL LIFTING LUGS

12. SELECTED OPTIONS & ACCESSORIES:
A. CURB CAP SIZE - 58 SQUARE
B. UL/CUL 705 LISTED - "POWER VENTILATORS"
C. SWITCH, NEMA-1, TOGGLE
D. JUNCTION BOX MOUNTED & WIRED IN WEATHER-PROTECTED MOTOR COMPARTMENT
E. REDUCER-GALV. CURB CAP REDUCED TO 54X54 (SHIPPED LOOSE)
F. BIRDSCREEN, GALVANIZED, NOM. 84% FREE AREA
G. BEARINGS WITH GREASE FITTINGS, L10 LIFE OF 100,000 HRS (L50 AVG. LIFE 500,000 HRS)
H. ALUMINUM WHEEL MATERIAL
I. CONDUIT CHASE QTY 1
J. UNIT WARRANTY: 1 YR (STANDARD)
K. DAMPER SHIPPED LOOSE, WD-100-PB-52X52, GRAVITY OPERATED, NOT COATED
L. NOMINAL SIZE



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ENLARGED SITE PLAN
 1 A21
 1" = 20'-0"

ENLARGED FLOOR PLAN
 3 A21
 SCALE: 1/8" = 1'-0"

ENLARGED PLAN
 2 A21
 1" = 20'-0"

REVISIONS

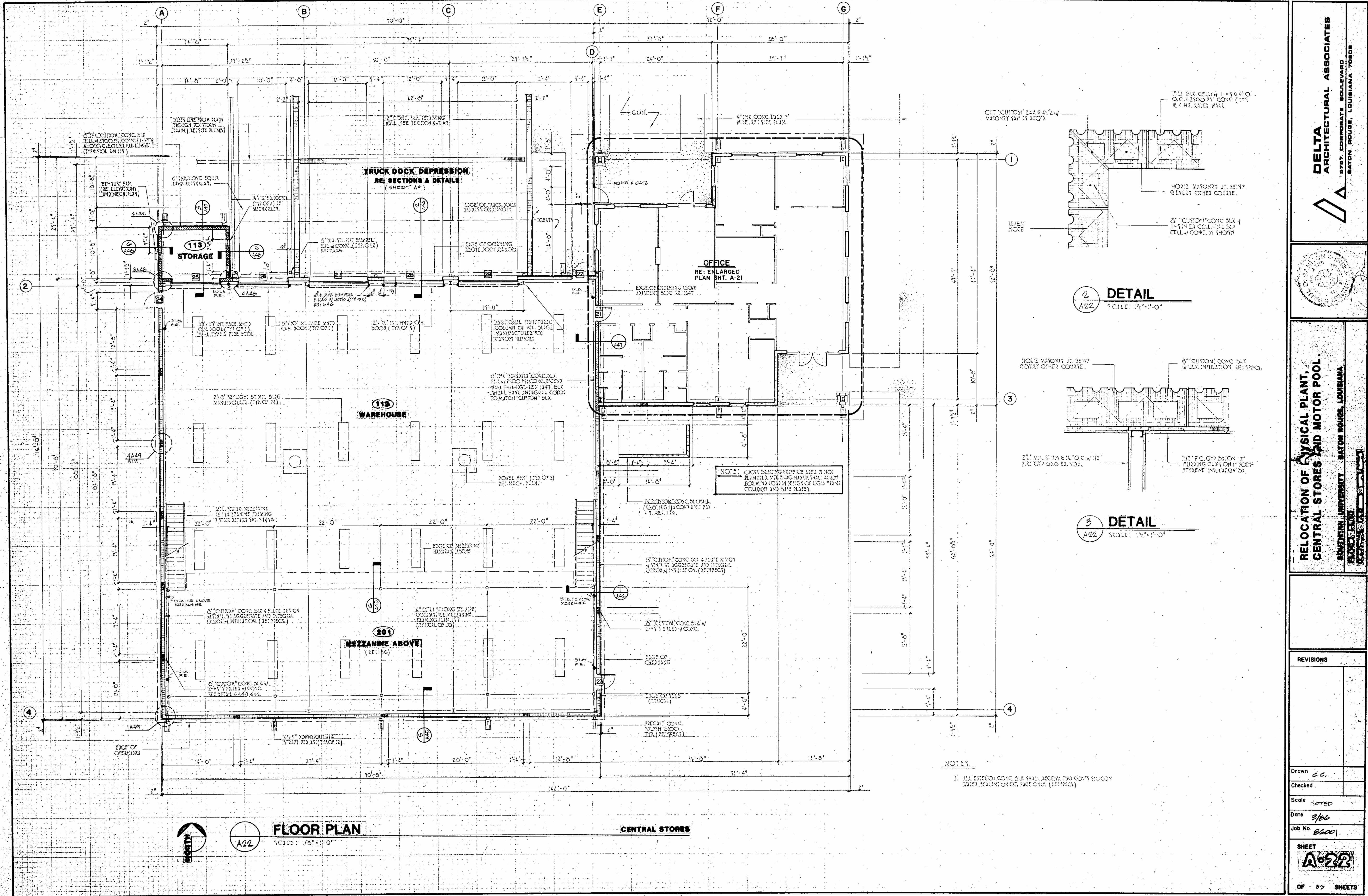
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1	AS NOTED	3/80	BAC	

DELTA ARCHITECTURAL ASSOCIATES
 6757 CORPORATE BOULEVARD
 BATON ROUGE, LOUISIANA 70805

SOUTHERN UNIVERSITY BATON ROUGE, LOUISIANA
RELOCATION OF PHYSICAL PLANT, CENTRAL STORES AND MOTOR POOL
SCHEMATIC SITE & FLOOR PLAN
CENTRAL STORES - COLLECT

NO.	REVISIONS	DATE
PROJECT NO.: WA-03-125		SITE PLAN AND ENLARGED FLOOR PLAN <div style="font-size: 48pt; font-weight: bold; text-align: center;">A-21</div>
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MARGOT J. WILLIAMS

STATE OF LOUISIANA

REGISTERED ARCHITECT

10.5.26

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PROJECT NO.: WA-03-125

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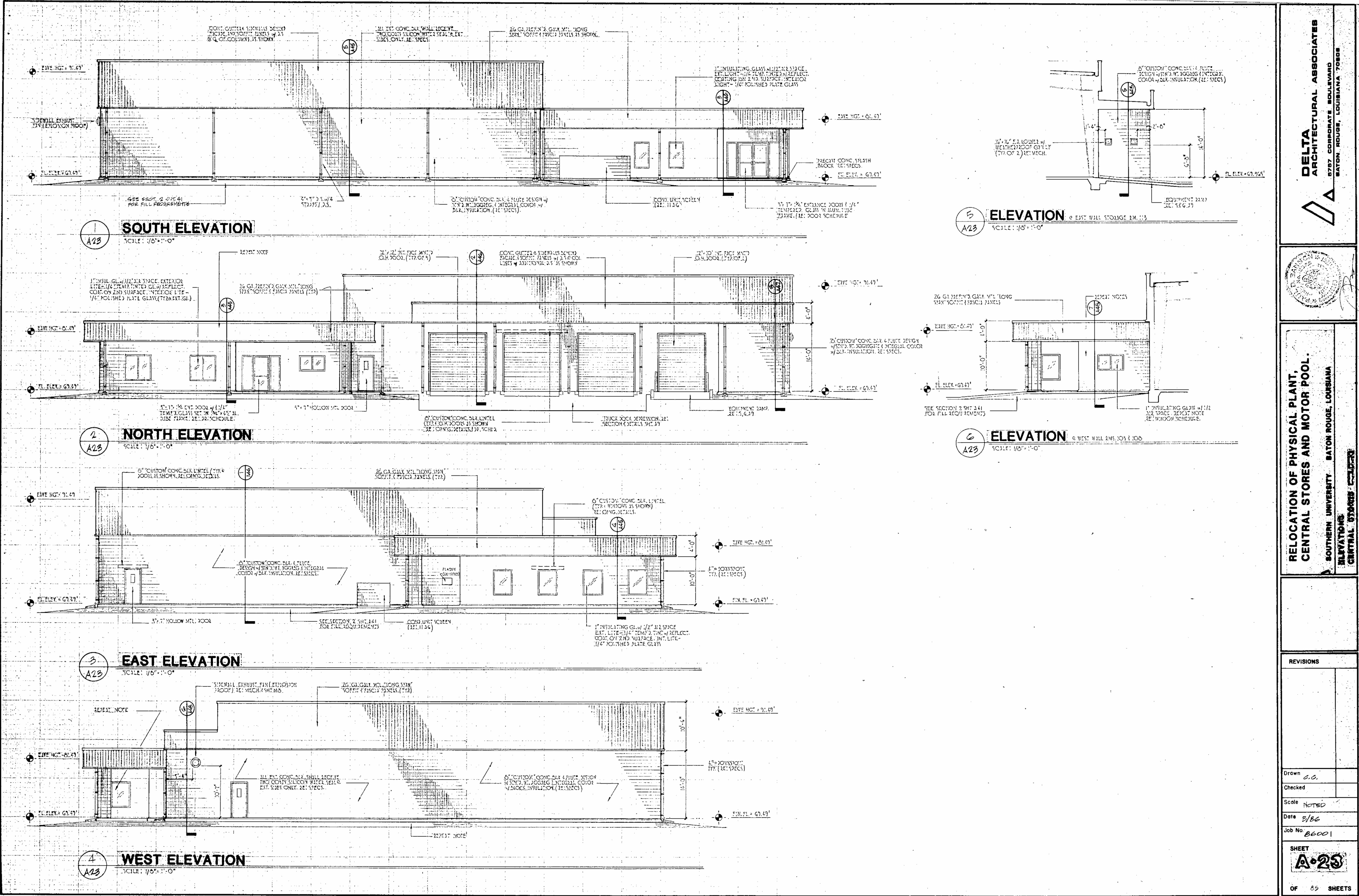
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FLOOR PLAN

A-22

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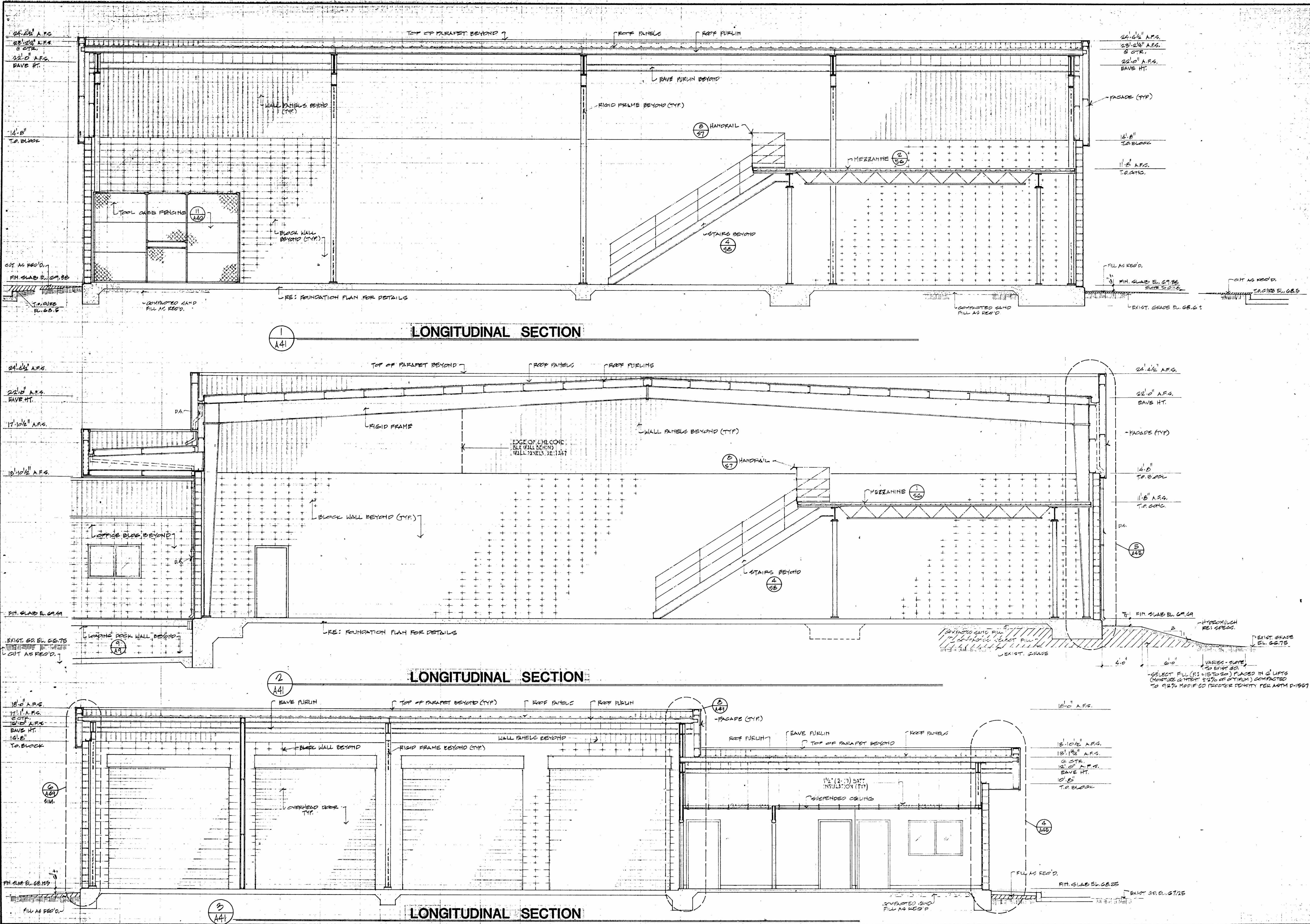
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BUILDING ELEVATIONS

A-23

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DELTA ARCHITECTURAL ASSOCIATES
5727 CORPORATE BOULEVARD
BATON ROUGE, LOUISIANA 70805

**RELOCATION OF PHYSICAL PLANT,
CENTRAL STORES AND MOTOR POOL.**
SOUTHERN UNIVERSITY BATON ROUGE, LOUISIANA
BUILDING SECTIONS

NO.	REVISIONS	DATE

Drawn H.G.
Checked
Scale 1/4" = 1'-0"
Date 9/86
Job No. 86001

SHEET
A-41
OF 85 SHEETS

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BATON ROUGE, LOUISIANA 70813**

PROJECT NO.:	WA-03-125	BUILDING SECTIONS
PHASE:	CONSTRUCTION DOCUMENTS	A-41
ISSUED FOR:	CONSTRUCTION	
DATE:	10.5.26	

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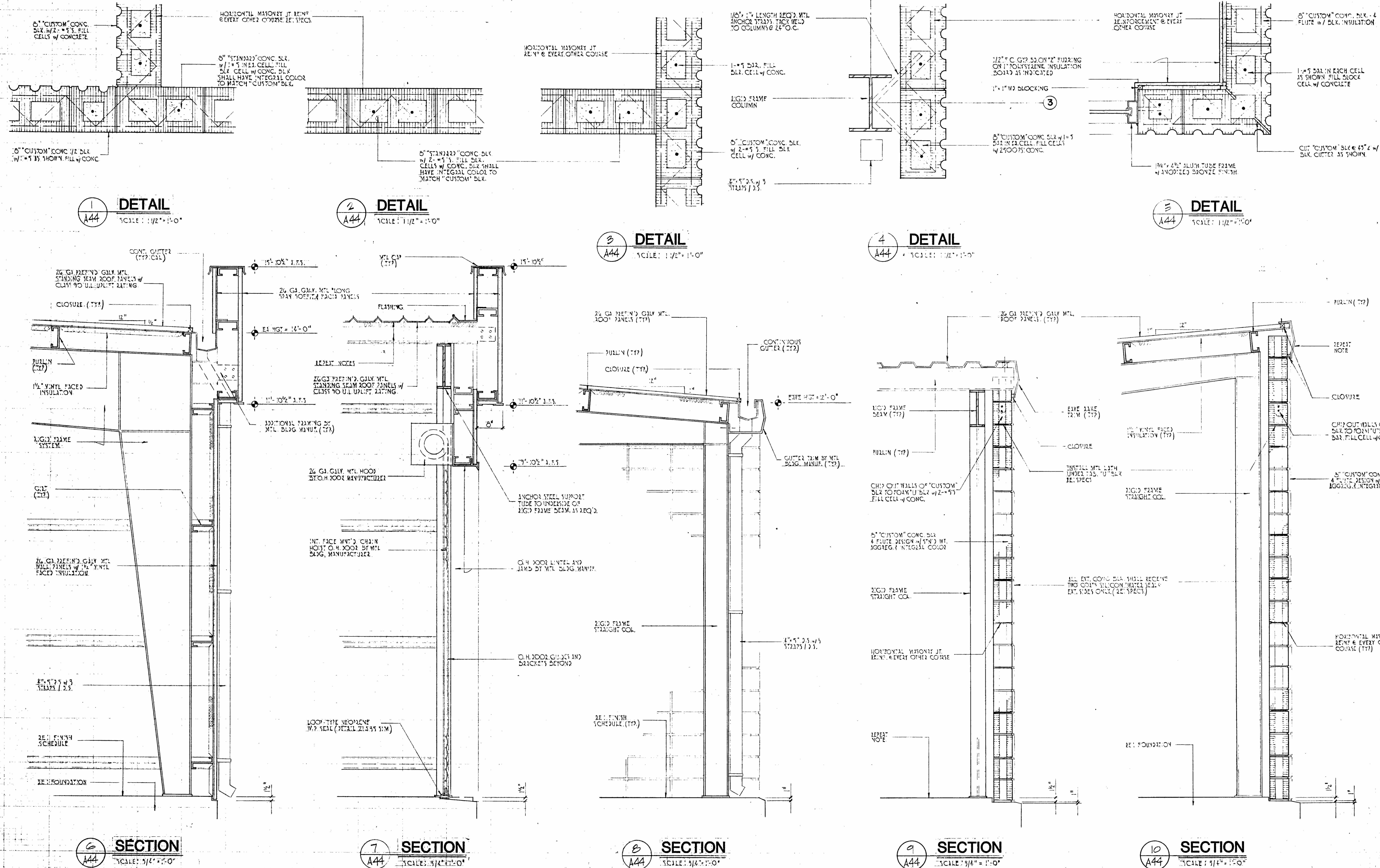
**SOUTHERN UNIVERSITY CENTRAL
STORE ROOF REPLACEMENT
555 HUNT STREET
BATON ROUGE, LOUISIANA 70813**

NO.	REVISIONS	DATE

PROJECT NO.: WA-03-125
PHASE: CONSTRUCTION DOCUMENTS
ISSUED FOR: CONSTRUCTION
DATE: 10.5.26

ALL SECTIONS

A-44

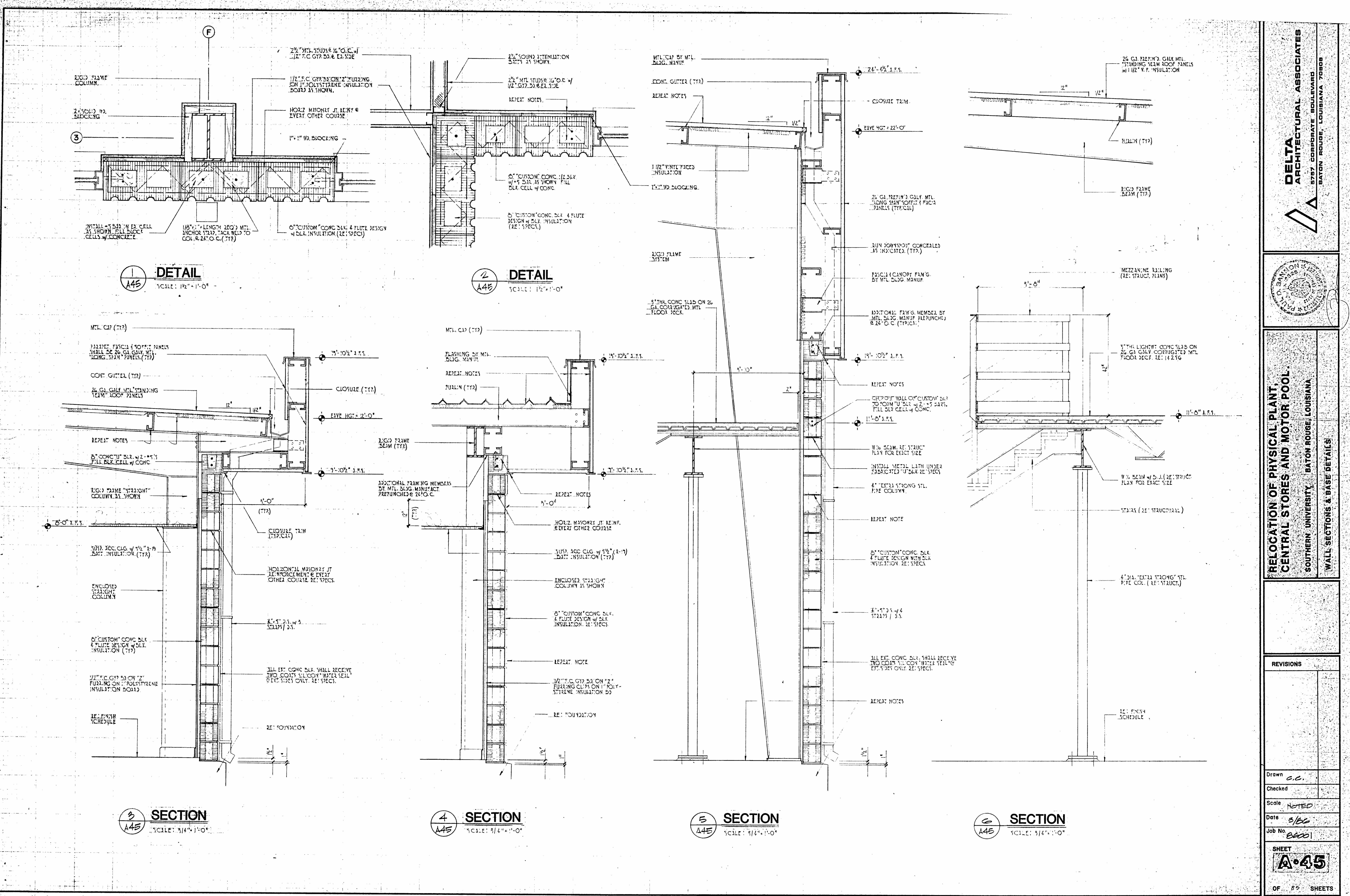


DELTA
ARCHITECTURAL ASSOCIATES
5787 CORPORATE BOULEVARD
BATON ROUGE, LOUISIANA 70808

RELOCATION OF PHYSICAL PLANT.
CENTRAL STORES AND MOTOR POOL.
SOUTHERN UNIVERSITY BATON ROUGE, LOUISIANA
WALL SECTIONS & BASE DETAILS

[illegible]

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NO.	REVISIONS	DATE

Drawn	C.C.
Checked	
Scale	NOTED
Date	3/16/06
Job No.	06001
SHEET	A-45
OF 89 SHEETS	

PROJECT NO.: WA-03-125

PHASE: CONSTRUCTION DOCUMENTS

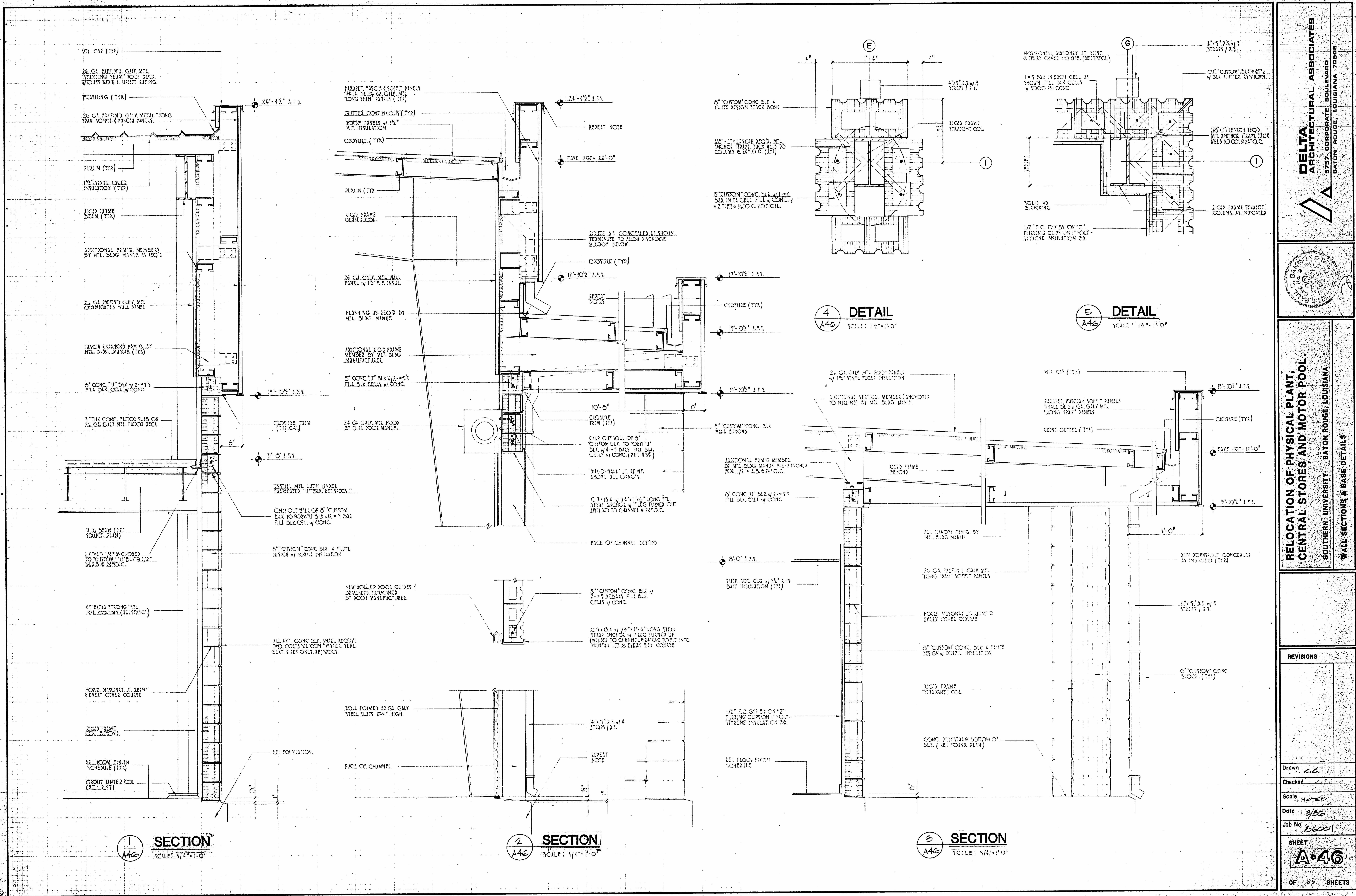
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DATE: 10.5.26

WALL SECTIONS

A-45

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NO.	REVISIONS	DATE

PROJECT NO.: WA-03-125
PHASE: CONSTRUCTION
ISSUED FOR: CONSTRUCTION
DATE: 10.5.26
WALL SECTIONS
A-46

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NO.	REVISIONS	DATE

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ALL SECTIONS

A-47

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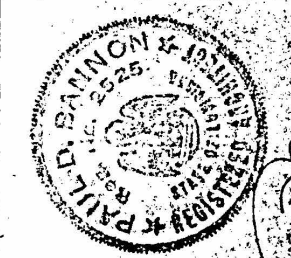


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DELTA
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RELOCATION OF PHYSICAL PLANT,
CENTRAL STORES AND MOTOR POOL
SOUTHERN UNIVERSITY BATON ROUGE, LOUISIANA
WALL SECTIONS & BASE DETAILS

REVISIONS

Drawn

Checked

Scale

Date

Job No.

SHEET

OF 89 SHEETS

NO. REVISIONS DATE

PROJECT NO.: WA-03-125

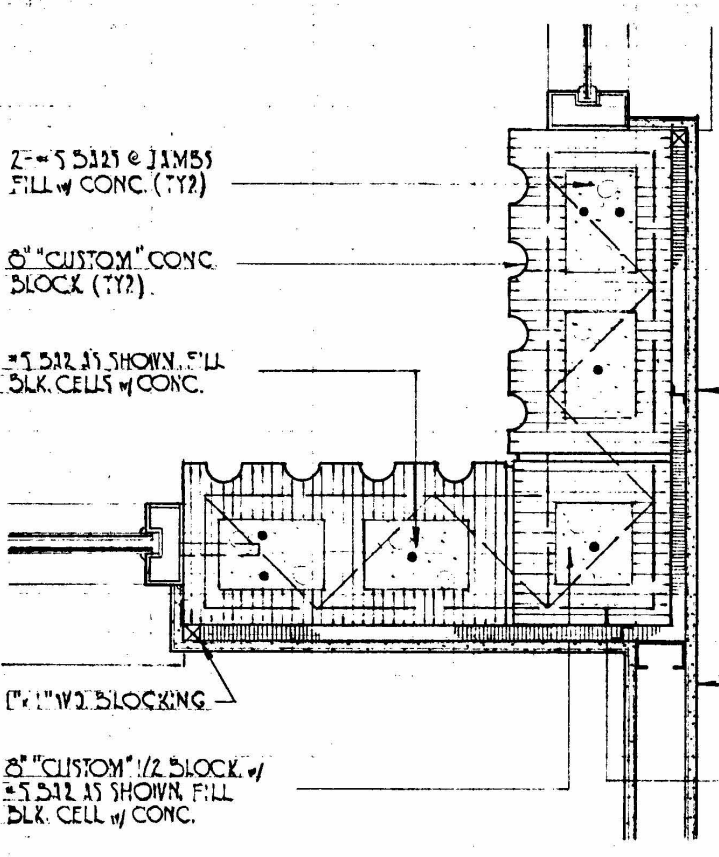
PHASE: CONSTRUCTION

ISSUED FOR: CONSTRUCTION

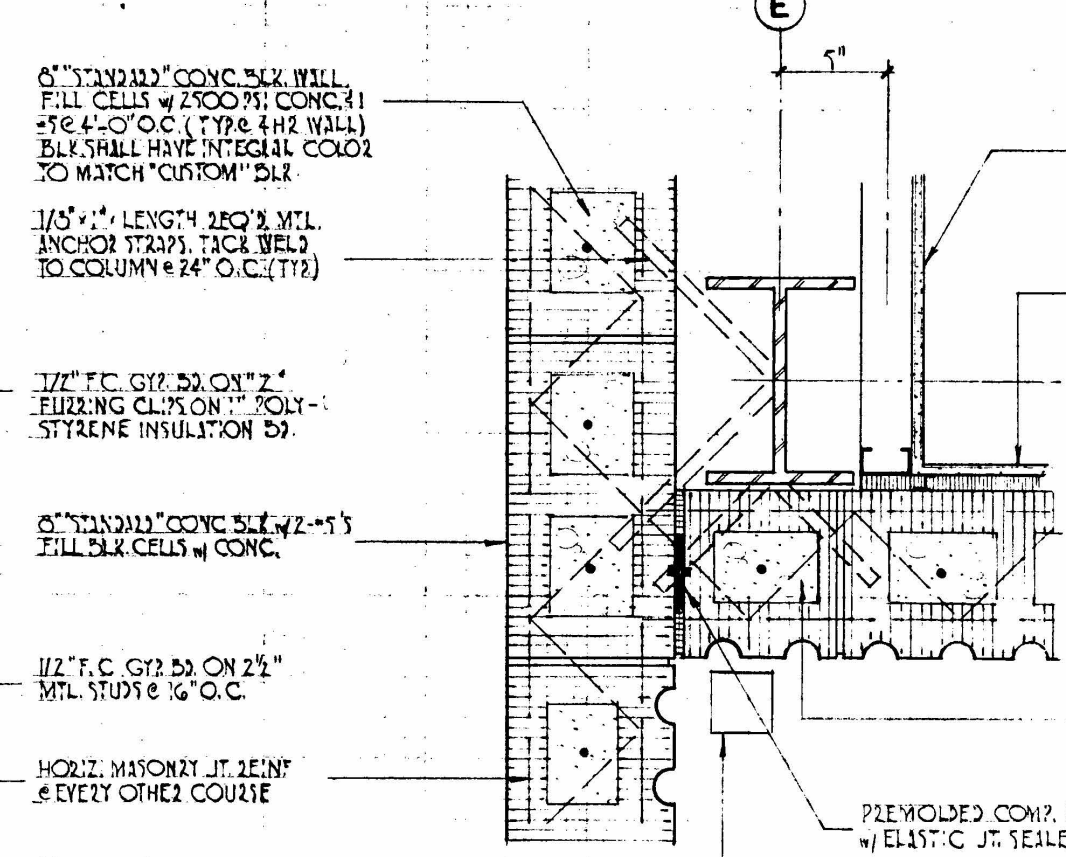
DATE: 10.5.26

WALL SECTIONS

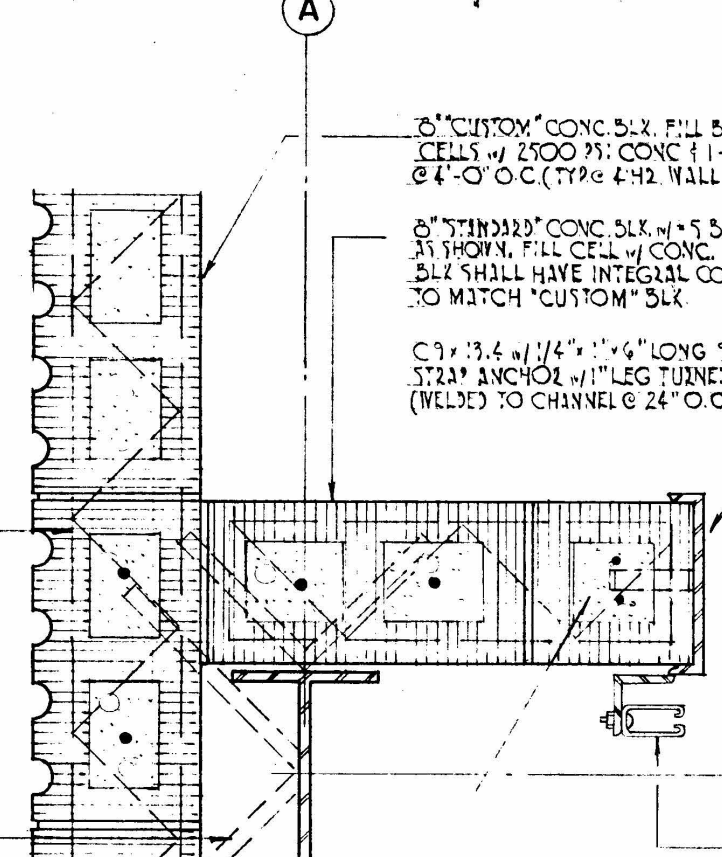
A-48



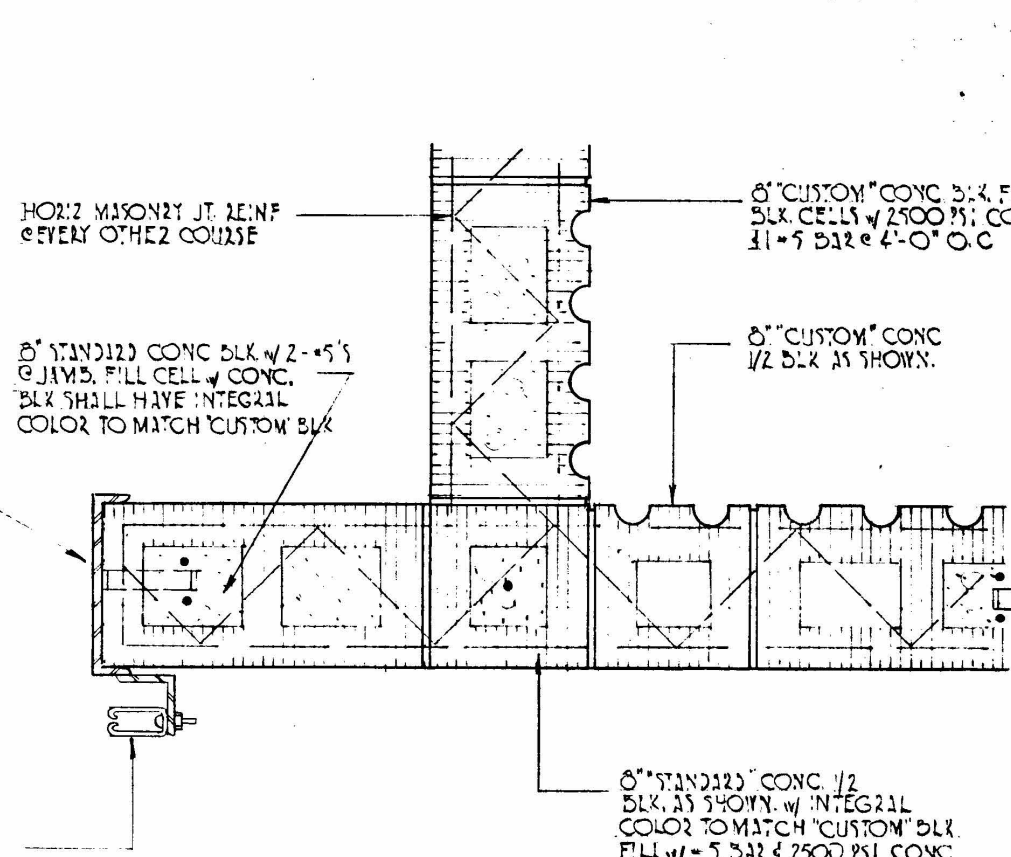
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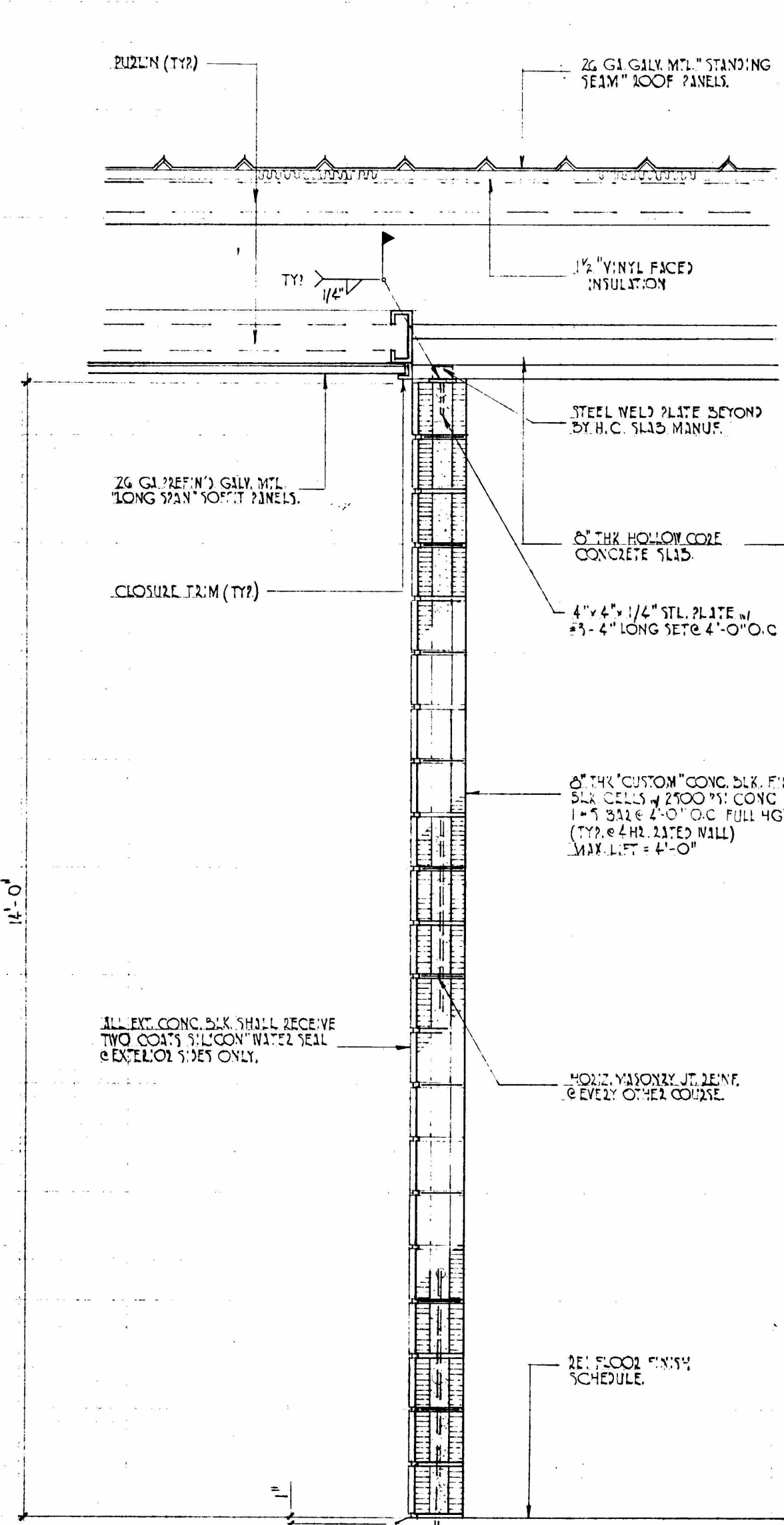
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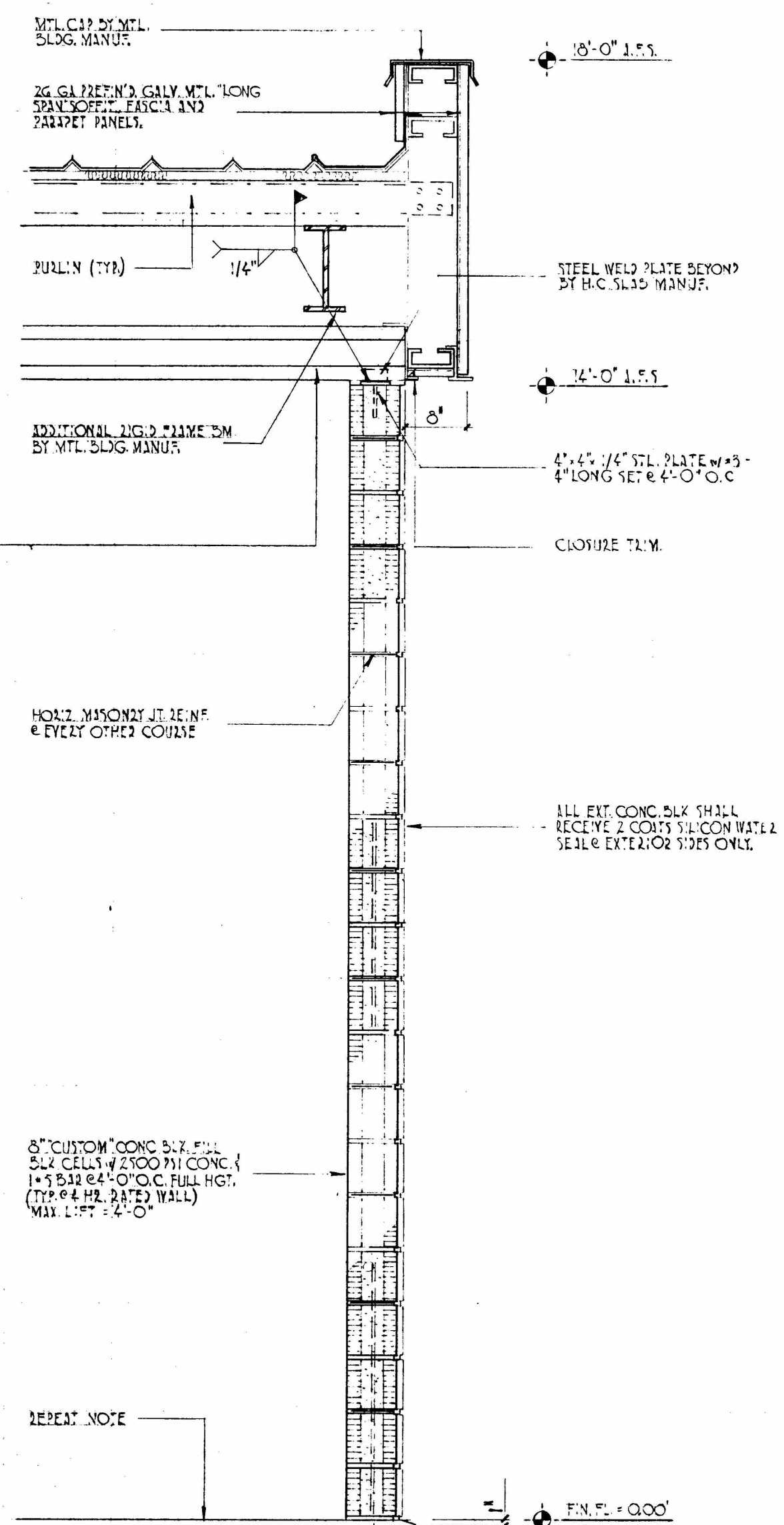
3 DETAIL
SCALE: 1/2" = 1'-0"



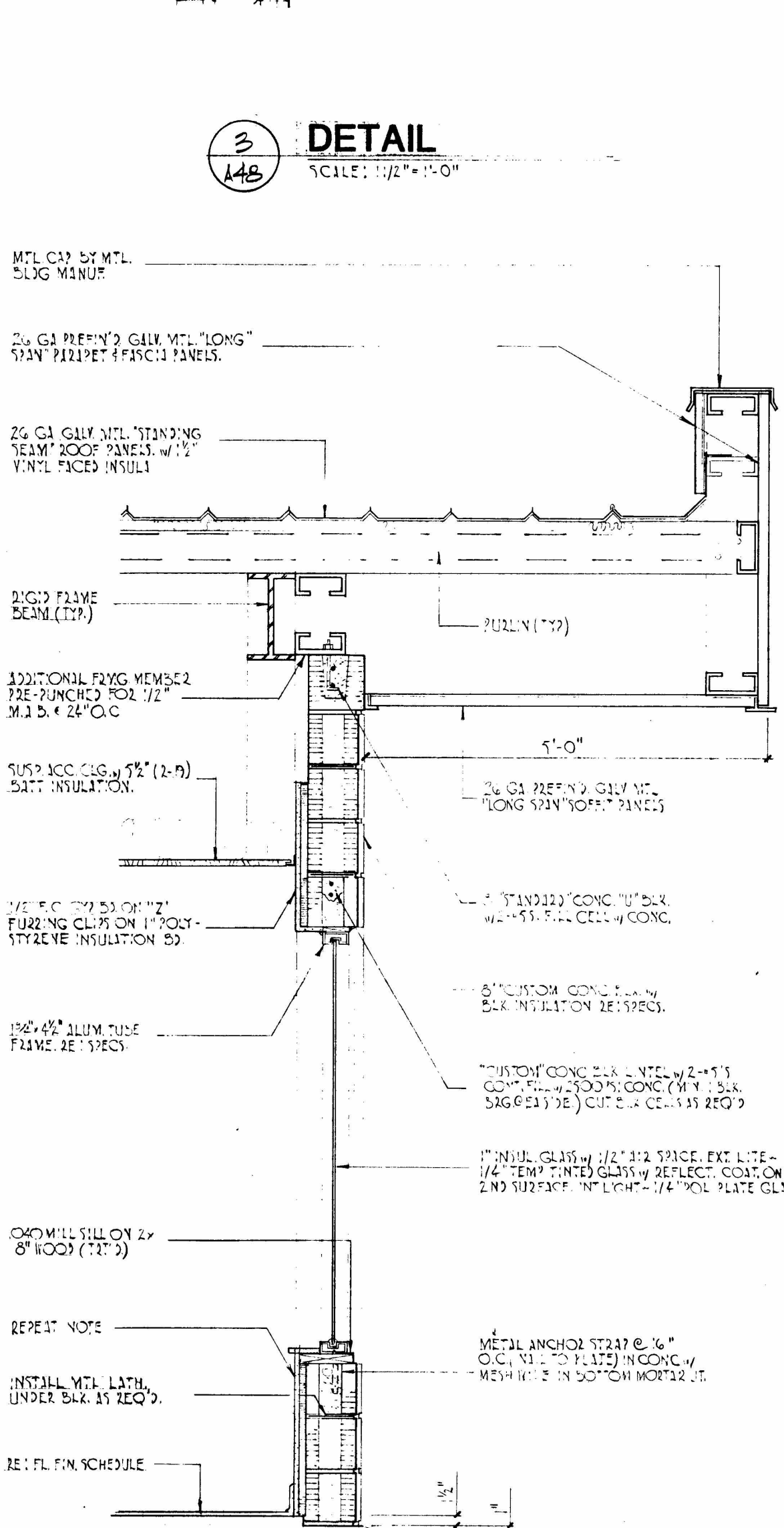
4 DETAIL
SCALE: 1/2" = 1'-0"



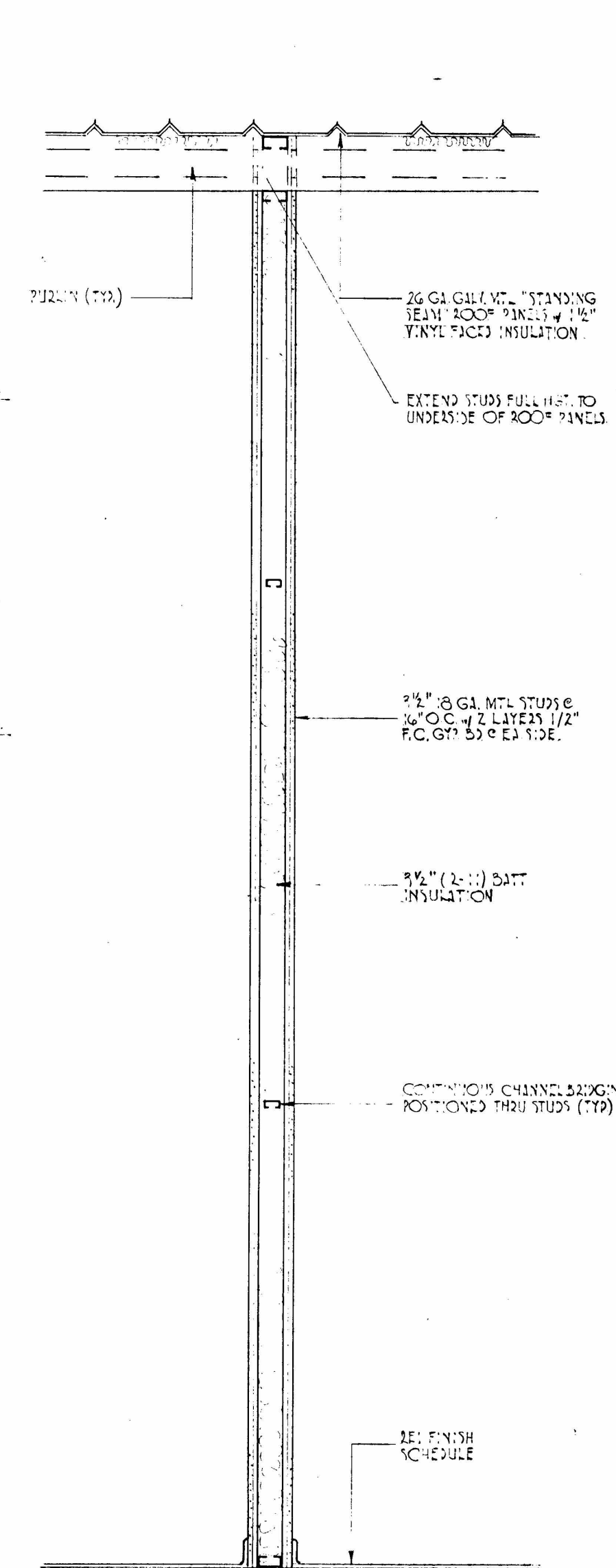
5 SECTION
SCALE: 3/4" = 1'-0"



6 SECTION
SCALE: 3/4" = 1'-0"



7 SECTION
SCALE: 3/4" = 1'-0"



8 SECTION
SCALE: 3/4" = 1'-0"

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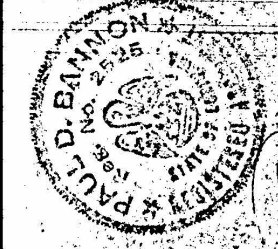
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RELOCATION OF PHYSICAL PLANT,
CENTRAL STORES AND MOTOR POOL
SOUTHERN UNIVERSITY BATON ROUGE, LOUISIANA
WALL SECTIONS & BASE DETAILS

REVISIONS

Drawn C.C.
Checked
Scale NOTED
Date 3/26
Job No. 8600

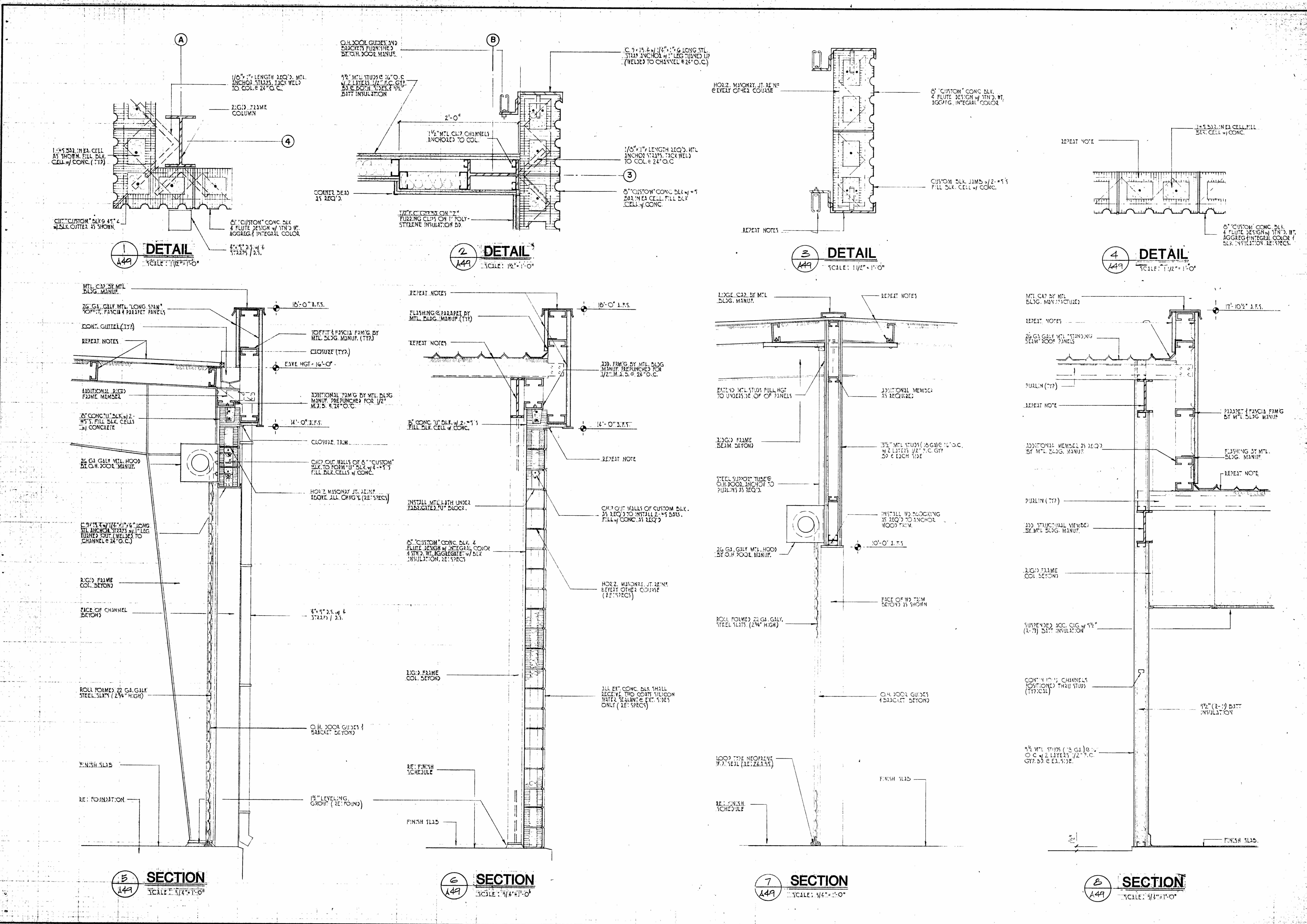
SHEET
A-49

OF 89 SHEETS

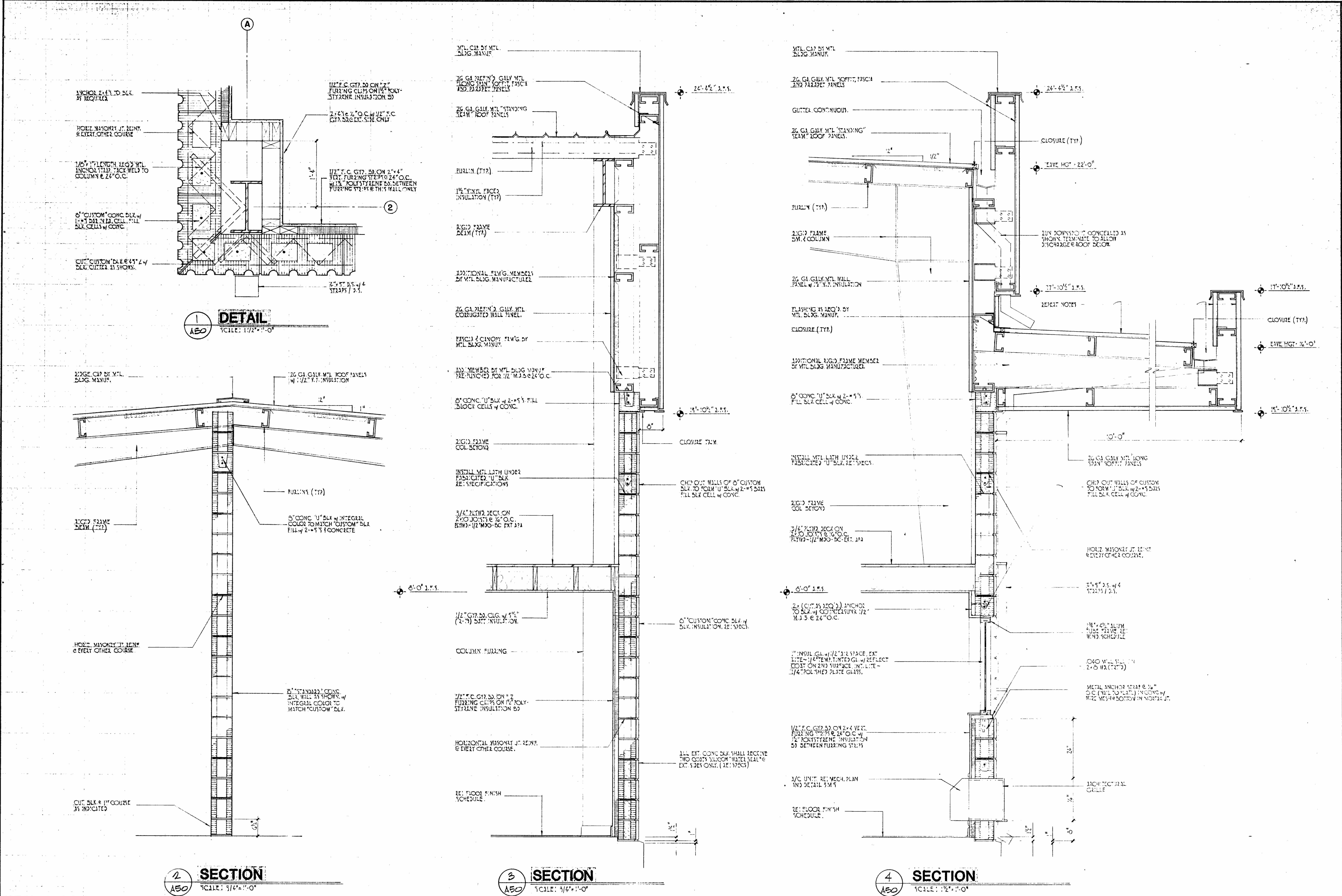
PROJECT NO.: WA-03-125
PHASE: CONSTRUCTION
DOCUMENTS
ISSUED FOR: CONSTRUCTION
DATE: 10.5.26

WALL SECTIONS

A-49



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RELOCATION OF PHYSICAL PLANT,
CENTRAL STORES AND MOTOR POOL.
SOUTHERN UNIVERSITY BATON ROUGE, LOUISIANA
WALL SECTIONS & BASE DETAILS

REVISIONS

Drawn: G.C.
Checked:
Scale: NOTED
Date: 2/16
Job No: 86001
SHEET
A-50
OF 89 SHEETS

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PROJECT NO.: WA-03-125
PHASE: CONSTRUCTION
DOCUMENTS
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WALL SECTIONS
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RELOCATION OF PHYSICAL PLANT,
CENTRAL STORES AND MOTOR POOL.
SOUTHERN UNIVERSITY BATON ROUGE, LOUISIANA
WALL SECTIONS & BASE DETAILS

REVISIONS

Drawn C.C.

Checked

Scale NOTED

Date 3/16

Job No. 86001

SHEET

A-51

OF 65 SHEETS

PROJECT NO.: WA-03-125

PHASE:

ISSUED FOR: CONSTRUCTION

DATE: 10.5.26

WALL SECTIONS

A-51

1 DETAIL
SCALE: 1/2" = 1'-0"

2 DETAIL
SCALE: 1/2" = 1'-0"

3 DETAIL
SCALE: 1/2" = 1'-0"

4 DETAIL
SCALE: 1/2" = 1'-0"

5 SECTION
SCALE: 3/4" = 1'-0"

6 SECTION
SCALE: 3/4" = 1'-0"

7 SECTION
SCALE: 3/4" = 1'-0"

8 SECTION
SCALE: 3/4" = 1'-0"