DIDIER ARCHITECTURE

North Stadium Bleacher Area/
A.W. Mumford Fieldhouse Waterproofing/Repair
Southern University
Baton Rouge, Louisiana
STATE PROJECT NO. 01-107-24-05
F.01004765
P0084352



STATE OF LOUISIANA
GOVERNOR: JEFF LANDRY
DIVISION OF ADMINISTRATION: TAYLOR F. BARRAS, COMMISSIONER
OFFICE OF FACILITY PLANNING AND CONTROL: MATTHEW H. BAKER, DIRECTOR

Bidding Documents

11/ 23/2026

26-106

Didier Architecture: Derryl Didier, Architect & Associates, LLC

17531 Old Jefferson Hwy, Suite C Prairieville, Louisiana 70769 225-744-0008 www.didierarchitecture.com

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ADVERTISEMENT
REQUEST FOR BID
BID #50016-10376
WATERPROOFING/REPAIR
A.W. MUMFORD FIELDHOUSE
NORTH STADIUM BLEACHER AREA
SOUTHERN UNIVERSITY AND A&M COLLEGE
BATON ROUGE CAMPUS
FP&C State Project # 01-107-24-05, F 01004765
Didier Architecture P0084352
State ID No. 16011
DECEMBER 21, 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.

As an alternative
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 21, 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.

Architect Firm: Didier Architecture
Derryl Didier, AIA, NCARB, CPP
Email: derryl@didierarch.com
17531 Old Jefferson Highway, Suite C-Prairieville, Louisiana 70769, Ph. 225-744-0008

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 # 50016-10376)
We highly recommend registering your company with Louisiana State Procurement/LAPAC.

Mandatory Pre-Bid Conference & Site Visit DECEMBER 8, 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 December 11, 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 15, 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

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; 72100000 General Building Construction, General Contractors, Exterior Services

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

DATES ADVERTISED
NOVEMBER 23, 30, 2026 & DECEMBER 7, 2026

SOUTHERN UNIVERSITY AND A&M COLLEGE
BATON ROUGE CAMPUS

REQUEST FOR BID-BID # 10376

WATERPROOFING/REPAIR
A.W. MUMFORD FIELDHOUSE-NORTH STADIUM BLEACHER AREA
STATE BUILDING # 16011
STATE PROJECT NO. 01-107-24-05, F.01004765
DIDIER ARCHITECTURE P0084352
DECEMBER 21, 2026 @ 10:30 AM

Architect Firm: Didier Architecture
Derryl Didier, AIA, NCARB, CPP
Email: derryl@didierarch.com
17531 Old Jefferson Highway, Suite C-Prairieville, Louisiana 70769—Ph. 225-744-0008

DATE ADVERTISED (LAPAC) **NOVEMBER 23, 2026**
THE ADVOCATE **NOVEMBER 23, 30, 2026 & DECEMBER 7, 2026**

MANDATORY PRE—BID CONFERENCE
AND SITE VISIT: **DECEMBER 8, 2026 @ 10:30 AM**
LOCATION: 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: **DECEMBER 11, 2026 by 5:00 PM**
SUBMIT INQUIRIES TO: **Linda Antoine**
Email: linda_antoine@subr.edu

DEADLINE TO RESPOND TO INQUIRIES **DECEMBER 15, 2026 by 5:00 PM**
Note: Responses to inquiries/addenda are pasted on LAPAC (La State Procurement website) LAPAC website:
https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/Agency/outMain.cfm
It is the responsibility of the vendor to check LAPAC for addenda.

DEADLINE TO SUBMIT BID: **DECEMBER 21, 2026 @ 10:30 AM**
SUBMIT BID TO: Linda Antoine, Director
Southern University Purchasing
Department-P. O. Box 9534 or
James L. Prestage Drive
J. S. Clark Adm. Bldg. Annex, 1st Floor
Baton Rouge, LA 70813
As an alternative Telephone 225-771-2804 or 771-4587
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 21, 2026

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

PROJECT: ***WATERPROOFING/REPAIR***
A.W. MUMFORD FIELDHOUSE
LOCATION: ***NORTH STADIUM BLEACHER AREA***
Project # 01-107-24-05, WBS # F.01004765
Didier Architecture P0084352

BID DUE DATE AND TIME: DECEMBER 21, 2026 @ 10:30 AM
BID # 50016-10376

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: Didier Architecture
Derryl Didier, AIA, NACRB, CPP
17531 Old Jefferson Highway, Suite C
Prairieville, LA 70769
225-744-0008
derryl@didierarch.com

MANDATORY PRE-BID CONFERENCE & SITE VISIT: DECEMBER 8, 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

Deadline to submit inquiries: December 11, 2026 by 5:00 PM
Deadline to respond to inquiries: December 15. 2026 by 5:00 PM

INQUIRIES:
No negotiations, decisions, or actions will be executed by any bidder as a result or 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
Document will be included with the successful vendor's contact.

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 acknowledge their responsibility for the payment of all taxes duly accessed 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 __XXNon-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**
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 ___XX__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 contenere 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 Orderll24b,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. ADITIONAL REQUIREMENTS

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE PLANS; THE PROJECT SPECIFICATIONS, AND HALL COMPLY WITH APPLICALBE LOCAL AND STATE BUILDING CODES AS WELL AS ANY AND ALL REGULATORY AGENCY REQUIREMENTS AND LAWS, INCLUDING BUT NOT LIMIOTED TO OSHA, ETC. GENERAL NOTES SHALL APPLY TO ALL DRAWINGS.
2. CONTRACTOR SHALL NOTIFY THE ENGINEER/ARCHITECT, IF APPLICABLE, OF ALL CONFLICTS OR DISCRENPENSIES 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 CONTRATOR AND WHO WILL BE RESPOSIBLE FOR ANY MISINTERPRETATIONS AND CONSEQUENCES THEREOF.
4. ANY UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
5. ENGINEER/ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ALL IDENTIFIED EXISTING UTILITIES NOT INDENTIFIED 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.

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

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 small" 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.

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

EXHIBIT D

INSURANCE REQUIREMENTS
FOR NEW CONSTRUCTION, ADDITIONS AND LARGE RENOVATIONS
North Stadium Bleacher Area-A.W. Mumford Stadium
Waterproofing/Repair-Bid 10376

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 $ 17,192,371.00**		
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.

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within (210) 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: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

5.2 Bid Security

5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of five percent (5.0%) of the base bid and all alternates.

The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a Bid Bond written by a surety company licensed to do business in Louisiana and signed by the surety's agent or attorney-in-fact. The Bid Bond shall be written on the Facility Planning and Control Bid Bond Form, and the surety for the bond must meet the qualifications stated thereon. The Bid Bond shall include the legal name of the Bidder, be in favor of the State of Louisiana, Division of Administration, Office of 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 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 10376
Waterproofing/Repair-A.W. Mumford Stadium
North Stadium Bleacher Area
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: *Didier Architecture*

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 f***or 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: _____

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. Prestage Dr-J. S. Clark Administration Bldg. Annex
Baton Rouge, LA 70813

BID FOR: Bid Number 50016-10376

BID 10376-Waterproofing/Repair-A.W. Mumford Stadium-North Bleacher Area

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	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

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

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

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

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

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

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

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	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 that 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: _____	BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER	AGENT OR ATTORNEY-IN-FACT(SEAL)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

North Stadium Bleacher Area/ A.W. Mumford
Fieldhouse Waterproofing/Repair
Southern University, Baton Rouge, Louisiana
01-107-24-05; F.01004765

THE OWNER:
(Name, legal status and address)

Office of Facility Planning and Control
P.O. Box 94095
Baton Rouge, LA 70802-9095

THE ARCHITECT:
(Name, legal status and address)

Didier Architecture: Derryl Didier, Architect & Associates, LLC
17531 Old Jefferson Hwy, Suite C
Prairieville, LA 70769

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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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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

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

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§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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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.

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§ 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.

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§ 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.

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§ 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

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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.

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§ 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.

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§ 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

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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

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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,

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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,

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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:

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

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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

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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.

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§ 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.

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§ 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.

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§ 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.

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§ 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.

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§ 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.

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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.

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§ 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

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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.

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§ 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.

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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,

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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.

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§ 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

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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.

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§ 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.

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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:47:16 CT on 10/15/2021 under Order No. 9659553134 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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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

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 $__.**

Each Occurrence Minimum Limit	$1,000,000**	$2,000,000**	$4,000,000**
Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**

**While the minimum Combined Single Limit of $1,000,000 is required for any renovation, the limit is calculated by taking 10% of the building value and rounding it to the nearest $1,000,000 to get the insurance limit. Example: Renovation on a $33,000,000 building would have a calculated $3,000,000 combined single limit of coverage (33,000,000 times .10 = 3,300,000 and then rounding down to $3,000,000). If the calculated limit is less than the minimum limit listed in the above chart, then the amount needed is the minimum listed in the chart. Maximum per occurrence limit required is $10,000,000 regardless of building value. The per project aggregate limit is then calculated as twice the per occurrence limit.

11.2.3 Automobile Liability

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

11.2.4 Excess Umbrella

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

11.2.5 Builder's Risk

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

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

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

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

11.2.6 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	11 days	July	6 days
February	10 days	August	5 days
March	8 days	September	4 days
April	7 days	October	3 days
May	5 days	November	5 days
June	6 days	December	8 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.

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:

BY: _____

Surety Witness #1 Sign Here

ATTORNEY IN FACT

_____

Surety Witness #2 Sign Here

_____

ADDRESS

_____

TELEPHONE NUMBER

STATE OF LOUISIANA
PARISH OF **«PARISH_OF_CONTRACTOR»**

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

Name of Project **Project No.**

North Stadium Bleacher Area/
A.W. Mumford Fieldhouse Waterproofing/Repair

01-107-24-05; F.01004765

Southern University, Baton Rouge, Louisiana

STATE OF _Louisiana_____

PARISH OF _East Baton Rouge_____

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.**
North Stadium Bleacher Area/ **A.W. Mumford Fieldhouse Waterproofing/Repair**	
Southern University, Baton Rouge, Louisiana	**01-107-24-05;** **F.01004765**

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

Facility Planning & Control
15. PRE-CONSTRUCTION CONFERENCE AGENDA

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

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

a. Cost breakdown (Schedule of Values), shall be in standard Construction Specifications Institute format.
b. List Sub-contractors and major suppliers
c. Information listed in Paragraph 7.1 of the Supplementary Conditions.
d. Construction Schedule as defined in 3.10.2 of General Conditions and Supplementary Conditions.
No payments to the contractor shall be made until this information is provided.

2. Roles of Individuals:

a. **Designer** – shall be solely responsible for the direction of the project. The Designer shall keep minutes of all meetings, including construction progress meetings, and distribute within 7 days. All instructions to contractor shall come from the designer. All decisions and directions shall be in writing. Verbal instructions shall be immediately confirmed in writing. The Designer and his principal consultants shall visit the project regularly according to the requirements of the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction.
The Designer shall NOT assume the role of his principal consultants in site visits. Copies of Designer Site Visit Reports are to be sent to 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 <u>45 Day</u> 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.

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

SUB-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

TOTAL

12 50 00 Furniture

DIVISION 09 – FINISHES (CONTINUED)

09 50 00 Acoustical Ceilings
09 54 00 Specialty Ceilings
Quantity TOTAL
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

DIVISION 10 – SPECIALTIES

10 11 00 Visual Display Surfaces
10 14 00 Signage
10 21 00 Compartments and Cubicles TOTAL
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

DIVISION 11 – EQUIPMENT

11 15 00 Security, Detention, and Banking Equipment
11 19 00 Detention Equipment TOTAL
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

DIVISION 12 – FURNISHINGS

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

DIVISION 13 –SPECIAL CONSTRUCTION

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

DIVISION 14 – CONVEYING EQUIPMENT

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

DIVISION 21 – FIRE SUPPRESSION

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

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

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

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

TOTAL

TOTAL

TOTAL

TOTAL

DIVIASION 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

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

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

DIVISION 32 – EXTERIOR IMPROVEMENTS

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

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

DIVISION 34 – TRANSPORTATION

34 00 00 Transportation

DIVISION 35 – WATERWAY AND MARINE

CONSTRUCTIONS

35 00 00 Waterway and Marine construction

TOTAL

TOTAL

TOTAL

TOTAL

TOTAL

TOTAL

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

DIVISION 45 – INDUSTRY SPECIFIC MANUFACTURING EQUIPMENT

TOTAL

DIVISION 48 – ELECTRICAL POWER GENERATION

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

Facility Planning & Control

CHANGE ORDER

PROJECT NAME: North Stadium Bleacher Area/ A.W. Mumford Fieldhouse Waterproofing/Repair
CHANGE ORDER No. _____

PROJECT & WBS No: 01-107-24-05; F.01004765
CONTRACT DATE: _____

CONTRACTOR: _____
NTP DATE: _____

SITE CODE: 217038 STATE ID: _____
SRM No.: _____

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of each change below, including RFI No., cost and days from Summary

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. 01-107-24-05; F.01004765

Item No. _____

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

Date: _____

Project Name: North Stadium Bleacher Area/ A.W. Mumford Fieldhouse Waterproofing/Repair

Contractor Name:

Description of Work:

General Contractor Direct Costs - Breakdown No. _____ _____

(See attached breakdown)

Total General Contractor Cost _____ % _____

(General Contract Direct Cost plus OH&P) (Max: 8%)

Subcontractor Cost Breakdowns

(See attached.)

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

Subcontractor Direct Costs Total _____

(Sum column A)

Subcontractor Direct Costs + Subcontractor OH&P _____

(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at _____ % _____

(Sum column A times General Contractor OH&P rate.) (Max: 8%)

Total Subcontractor Costs _____

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

Change Order Subtotal _____

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

Performance and Payment Bond at _____ %

(Change Order Subtotal times Performance and Payment Bond rate)

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. 01-107-24-05; F.01004765

Date: _____

Project Name: North Stadium Bleacher Area/ A.W. Mumford Fieldhouse Waterproofing/Repair

Contractor/Subcontractor Name: _____

Direct Cost of Work :

A. Labor Check 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	☐				
(Copies of invoices may be required.)				*Sub Total*	
			Add Tax @ _____ %		
				MATERIAL TOTAL	

C. Equipment

		Unit Rate	Unit	Units	Total Cost
1	☐				
2	☐				
3	☐				
4	☐				
5	☐				
6	☐				
7	☐				
(Copies of invoices may be required.)				*Sub Total*	
			Add Tax @ _____ %		
				EQUIPMENT TOTAL	

TOTAL DIRECT COST FOR THIS BREAKDOWN:
(Sum A, B & C)

Construction Contract Change Order

BREAKDOWN COMMENT SHEET

Breakdown No. _____

State of Louisiana

Item No. _____

Facility Planning & Control

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

Project & WBS No. 01-107-24-05; F.01004765

Date: _____

Project Name: North Stadium Bleacher Area/ A.W. Mumford Fieldhouse Waterproofing/Repair

Contractor/Subcontractor: _____

A. Labor

No. (From BREAKDOWN Sheet)

B. Material

C. Equipment

Construction Contract Change Order

UNIT PRICE BREAKDOWN

Breakdown No. _____

State of Louisiana — Item No. _____

Facility Planning & Control — RFI No. (or COR, CPR, etc.) _____

Project & WBS No. 01-107-24-05; F.01004765 — Date: _____

Project Name: North Stadium Bleacher Area/ A.W. Mumford Fieldhouse Waterproofing/Repair

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.

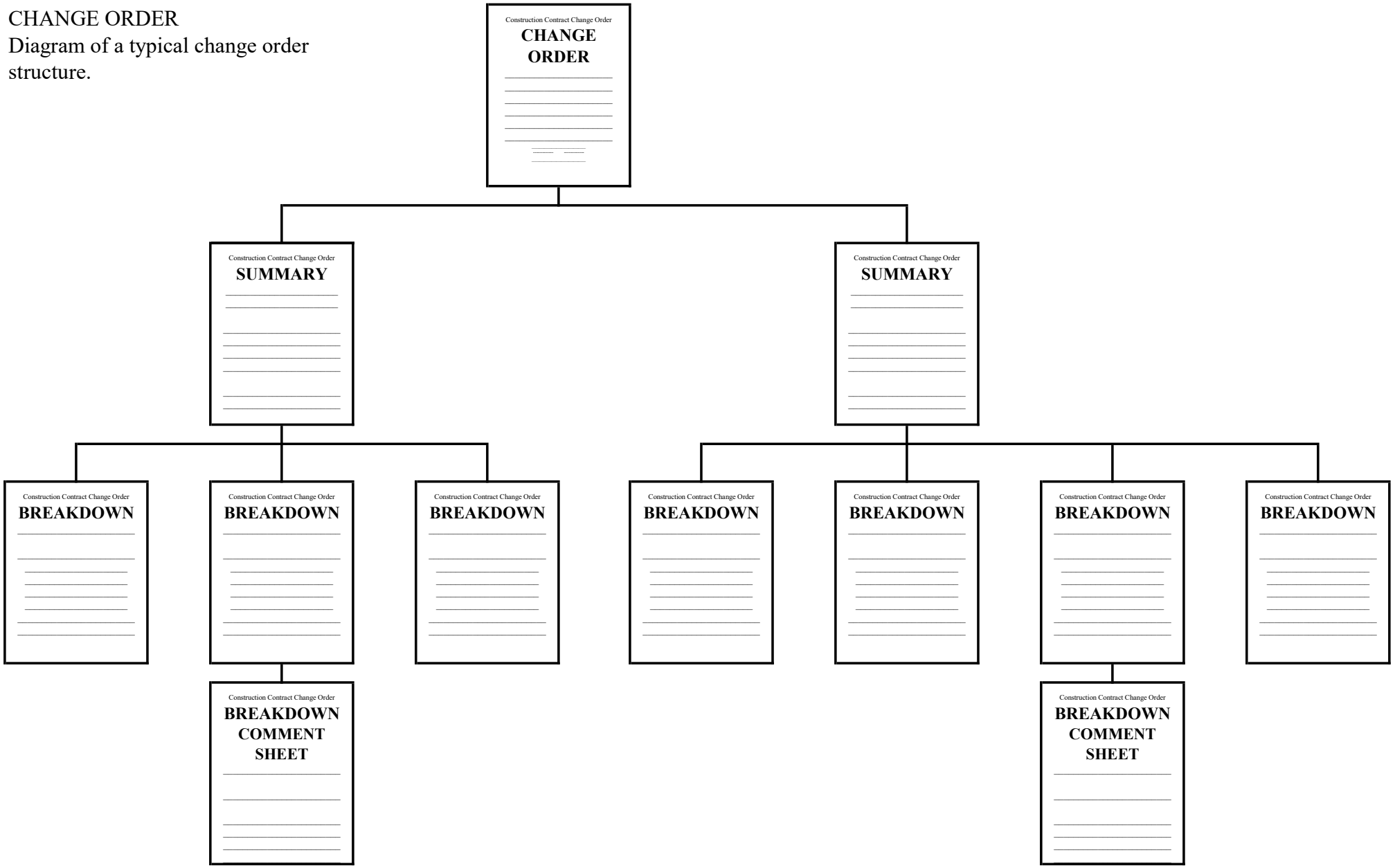
The UNIT PRICE BREAKDOWN is similar to the BREAKDOWN.

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.



❖ **NOT FOR RECORDATION PURPOSES** ❖

Facility Planning & Control

RECOMMENDATION OF ACCEPTANCE

TO: FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: Didier Architecture
17531 Old Jefferson Hwy., Ste. C
Prairieville, LA 70769
Design Firm Name and Address

DATE: _____

PROJECT NAME: North Stadium Bleacher Area/ A.W. Mumford Fieldhouse Waterproofing/Repair

PROJECT NUMBER: 01-107-24-05 WBS No. F.01004765

SITE CODE: _____ STATE ID: _____ CFMS/SRM #: _____

CONTRACTOR: _____

_____

ORIGINAL CONTRACT AMOUNT: $ _____

FINAL CONTRACT AMOUNT: $ _____

FINAL BUILDING AREA (SQ. FEET): _____

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

DATE OF ACCEPTANCE: _____

CONTRACT DATE OF COMPLETION: _____

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) _____

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT $ _____

VALUE OF PUNCH LIST $ _____

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

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

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

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

ROOFER: _____ START DATE: _____ END DATE: _____

Signed:_____
DESIGNER

FOR USE OF PROJECT MANAGER:

Signed:_____
PROJECT MANAGER

c: User Agency

❖ **NOT FOR RECORDATION PURPOSES** ❖

CERTIFICATE OF COMPLIANCE

with

Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines

TO: STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: DIDIER ARCHITECTURE
17531 Old Jefferson Hwy, Ste. C
Prairieville, LA 70769
Design Firm Name and Address

PROJECT NAME: North Stadium Bleacher Area/
A.W. Mumford Fieldhouse Waterproofing/Repair

Southern University, Baton Rouge

PROJECT No.: 01-107-24-05

WBS No.: F.01004765

SITE CODE: _____ STATE ID: _____

DATE OF ACCEPTANCE: _____

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

_____ Date: _____
Designer Signature

State of Louisiana
DIVISION OF ADMINISTRATION
Facility Planning and Control

CERTIFICATE OF COMPLIANCE
with
Louisiana Building Code for State Owned Buildings

TO: STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: DIDIER ARCHITECTURE
17531 Old Jefferson Hwy, Ste. C
Prairieville, LA 70769
Design Firm or Owner/User Name and Address

PROJECT NAME: North Stadium Bleacher Area/
A.W. Mumford Fieldhouse Waterproofing/Repair

Southern University, Baton Rouge

PROJECT No.: 01-107-24-05

WBS No.: F.01004765

SITE CODE: _____ STATE ID: _____

DATE OF ACCEPTANCE: _____

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

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

❖ **NOT FOR RECORDATION PURPOSES** ❖

Facility Planning & Control

PARTIAL OCCUPANCY

PROJECT NAME: North Stadium Bleacher Area/
A.W. Mumford Fieldhouse Waterproofing/Repair

PROJECT LOCATION: Southern University, Baton Rouge

PROJECT / PART NUMBER: 01-107-24-05 CFMS / SRM No.

WBS NUMBER: F.01004765

CONTRACTOR:

USER AGENCY:

The below described portion of subject project is, to the best of my knowledge and belief, complete to a point where the User desires to use in according with the Contract Documents.

DATE OCCUPIED: _____ .

WARRANTY items covered by Occupancy:

_____
Designer Date

_____
Contractor Date

_____
Facility Planning and Control Date

Punch List: Attached ❑

None ❑

c: User Agency, ORM

❖ **NOT FOR RECORDATION PURPOSES** ❖

SECTION 00 22 13
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 PROJECT INQUIRIES DURING BID PHASE

A. After Advertisement of the project, and prior to submittal of bids, all questions regarding contract documents, prior approvals, interpretation of drawings, etc., shall be sent to the Architect via **EMAIL** in accordance with all public Bid laws.

B. All emails shall be addressed to ALL of the following three (3) email addresses:
   1. Derryl Didier: derryl@didierarch.com
   2. Matthew Landry: matthew@didierarch.com

PART 2 NOT USED

PART 3 NOT USED

END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 PROJECT

A. Project Name: North Stadium Bleacher Area/
A.W. Mumford Fieldhouse Waterproofing/Repair

B. Owner's Name: Southern University

C. Location: Southern University, Baton Rouge, LA

D. State Project Number: 01-107-24-05

E. WBS: F.01004265

F. State ID:

G. Site Code:

H. Architect's Name: Didier Architecture, LLC

I. Architect's Project Number: 26-106

1. The Project consists of localized cleaning the building/bleacher exterior envelope which primarily consists of concrete, stucco, masonry, storefront and windows: Building and window joints, sealant, and caulking will be removed and replaced with new, south facing at stadium seating. Apply fluid applied waterproofing to building exterior, south facade. Flashing, glazing and sealant replacement as indicated on drawings. Horizontal and vertical sealants are to be replaced at concrete bleacher area.
2. Bleacher and seats removal and storage. Removed seats and bleachers are to be documented, labeled and stored on site for re-installation in the same locations.
3. Repair/replace concrete as required, apply pedestrian traffic coating and waterproofing. Painting as required
4. Selective demolition and re-installation of items such as (but not limited to): handrails, guardrails, expansion joint material and covers, painting of applicable elements.
5. Where anchor bolts are missing for bleacher support, provide new anchor bolts.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of this Contract (in general) is comprised of the following:

1. Base bid.

1. The Project consists of localized cleaning the building/bleacher exterior envelope which primarily consists of concrete, stucco, masonry, storefront and windows: Building and window joints, sealant, and caulking will be removed and replaced with new, south facing at stadium seating. Apply fluid applied waterproofing to building exterior, south facade. Flashing, glazing and sealant replacement as indicated on drawings. Horizontal and vertical sealants are to be replaced at concrete bleacher area.
2. Bleacher and seats removal and storage. Removed seats and bleachers are to be documented, labeled and stored on site for re-installation in the same locations.
3. Repair/replace concrete as required, apply pedestrian traffic coating and waterproofing. Painting as required.
4. Selective demolition and re-installation of items such as (but not limited to): handrails, guardrails, expansion joint material and covers, painting of applicable elements.
5. Where anchor bolts are missing for bleacher support, provide new anchor bolts.

B. General Contractor will punch out job and when project is 100% complete and in full compliance with the Contract Documents and all specified/required maintenance manuals and other close out documents are transmitted to the Architect, request in writing that the Architect perform a final inspection for acceptance. Inspection will not be performed by Architect prior to completion of the above.

1.03 RELATED REQUIREMENTS

A. General Conditions

B. Supplementary Conditions

C. Section 01 22 00 Unit prices

END OF SECTION

SECTION 01 12 13
SUMMARY OF CONTRACTS

PART 1 GENERAL

1.01 CONTRACTS

A. Work will be constructed under a single lump sum contract.

PART 2 NOT USED

PART 3 EXECUTION

3.01 RECORDATION

A. The Owner (FP&C) will file the original copies of the Contract and Bond with the Clerk of Court, Parish in which the work is to be performed, State of Louisiana. Cost of filing and Notice of Recordation will be paid for by the Owner (FP&C).

B. Upon Completion of the work, The Contractor shall file the acceptance documents provided by Facility Planning and Control at the same Clerk of Court office. Contractor shall bear any cost involved with the acceptance recordation and any costs associated with obtaining a clear lien certificate and consent of surety.

END OF SECTION

SECTION 01 12 16
WORK SEQUENCE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Coordinate construction schedule and operations with Architect.

B. The General Contractor shall schedule and coordinate his construction operations in an orderly and timely manner. A planned schedule of work shall be prepared by the General Contractor and shall be filed with the Architect. It shall be updated monthly and revised copies submitted with the payment requisitions.

C. Contractor shall seal the roof on the same day as demo/installation and not remove more roof than what can be replaced in the same work day and in advance of a forecasted rain event.

END OF SECTION

SECTION 01 14 16
COORDINATION WITH OCCUPANTS

PART 1 - GENERAL

1.01 OWNER OCCUPANCY

A. The Owner shall have the right to use, at anytime, any and all portions of the project that have reached such a stage of completion as to permit such occupancy that does not hinder the Contractor's efficient completion of the contract.

B. Such occupancy will not violate any part of the contract nor be construed as constituting an acceptance of any part of the work. Contractor obligates himself to permit such use and to use every effort to accommodate the Owner by providing such available spaces for the Owner's use.

C. Contractor shall protect existing site features and utilities during construction. Any facility used by the contractor will be returned to the condition in which it was found at the start of the project and see that condition is noted and recorded before work starts.

D. Contractor shall seal the roof on the same day as demo/installation and not remove more roof than what can be replaced in the same work day. (If applicable to the project)

E. Contractor shall document the site and work conditions daily and provide copies (if requested) to the Designer to ensure adherence to the contract requirements.

F. Building will be fully occupied, care needs to be taken by the contractor with respect to noise, dust, function, etc.

G. Contractor shall coordinate with User Agency for all security and access requirements to the work site, work hours (to not disrupt daily operations of the facility), and the site logistics (contractor parking, staging, and lay-down areas).

H. Contractor staging/material storage shall not be allowed on roof surfaces. All material storage must be on ground level and contractor must hoist necessary roof materials to roof level daily. (If applicable to the project)

I. Contractor shall coordinate any and all temporary utility shutdowns with the User Agency.

END OF SECTION

SECTION 01 14 19
JOB SITE ADMINISTRATION

PART 1 - GENERAL

1.01 CONTRACTOR'S RESPONSIBILITY

A. The Contractor shall photograph and/or video existing conditions/damages to the building and surrounding area.

B. The Contractor shall be responsible for the protection of the work in place as construction progresses.

C. The Contractor shall schedule and perform all work so that the normal functioning of the project will be interrupted as little as possible.

D. The Contractor shall be responsible for erecting protective walkways, corridors and other temporary enclosures, barricades, exterior fences and warning lights required to protect the Owner and the Public.

E. The Contractor shall be responsible for protection of the site and his material storage from vandalism or theft. Type of enclosure, gates, etc. are at the Contractor's option as long as the Owner and the Public are protected from construction operations and the enclosure is not unsightly.

F. The Contractor shall be responsible for keeping all construction areas used by his personnel clean and trash and debris shall be kept to an absolute minimum.

G. The Contractor shall be responsible for lawn/grass/landscape maintenance within areas of material storage/staging. Including but not limited to; cutting grass within the area so as to prevent the area from becoming unsightly.

H. The Contractor shall be responsible for keeping the site area well drained and shall allow no standing water to pond or to saturate the surface or sub-surface. Excavations shall be kept dry.

I. The Contractor shall prevent erosion and shall provide silt fences at all drain off areas into area waterways or streets.

J. The Contractor shall protect existing utilities and services, adjoining work and other improvements in the area.

1.02 CONTRACTOR USE OF SITE AND PREMISES

A. The Contractor shall require that his representatives (including, but not necessarily limited to, Suppliers, Subcontractors, Employees and Field Engineers who will enter upon the Owner's property) certify their awareness of and familiarity with the requirements of this Section.

B. Truck and equipment access: Limit access of trucks and equipment to the site to avoid overloading of streets, driveways, pedestrian access, parking facilities, etc.

C. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.

D. Require Contractor's vehicles, employee's vehicles and all other vehicles entering upon the Owner's property, in performance of the work of the Contractor, to use only the area designated by the Owner. Require proper insurance on all vehicles which enter upon the Owner's property.

E. Keep existing drives and parking areas open at all times. Keep all low access lanes open at all times. Site will be continuously occupied during construction.

F. Existing building spaces (including roof surface) and parking areas shall not be used for storage. A staging area will be identified at a pre-construction meeting.

H. The Contractor shall ensure that any facilities utilized be returned to the condition in which they were found at the start of the project and see that the conditions are noted and recorded before work starts.

1.03 CORRELATION AND INTENT OF DOCUMENTS

A. The Contract Documents, Drawings and Specifications are complementary and what is called for by one shall be as binding as if called for by all. The intention of the Documents is to include all labor and materials, equipment and transportation necessary for the proper execution and completion of the work.

B. Contractor will be held responsible for errors if old drawings are used after revised drawings are issued to him.

C. Contractor shall verify all dimensions shown on the drawings with work to be placed and he shall report any errors or inconsistencies to the Architect before commencing work. In all cases of discrepancy between scale and dimensions, figured dimensions shall have precedence over scaled measurements, larger scale over smaller scale, but all discrepancies shall be referred to the Architect for final adjustments. Conflicts between two or more dimensions applying to a common point shall be referred to the Architect for adjustment. Contractor will be held responsible for following figured dimensions which do not among themselves justify. He will likewise be held responsible when such procedure results in failure to coordinate component parts or to fit them properly into place.

1.04 CONTRACTOR'S SUPERINTENDENT

A. The General Contractor shall employ and keep at the site at all times while work is in progress, a competent Superintendent, satisfactory to the Architect and to Owner. This superintendent shall remain for the duration of all work required by this Contract and shall not be changed without the approval of the Architect.

END OF SECTION

SECTION 01 26 49
MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 CHANGE ORDERS/DIRECTIVES

A. Refer to Article 7 in General Conditions and Supplementary Conditions.

B. Use FP & C Change Order Form, sheets CO-1 through CO-5 and break down into Contractor and Subcontractor forms. Complete all applicable portions of form. Verify items included under General Conditions heading.

C. Submit complete data required including an itemized breakdown of cost, and time if applicable, within time period stated in General Conditions.

D. If approved, Designer will prepare Facility Planning and Control Change Order for General Contractor's signature.

E. In an emergency situation, a Construction Change Directive may be issued in order to allow work to proceed.

1.02 REQUEST FOR EXTENSION OF TIME

A. Request for time extension shall be presented to the Architect who will evaluate the request, confer with the Owner prior to the processing of a written change order for time extension and notify the Contractor of the mutual decision. No request for extensions of time will be approved other than for major reasons beyond the control of the Contractor such as major transportation interruptions or delays, problems arising from governmental controls, labor disputes or other major reasons. Contractor must show how the critical path is affected.

B. Normal rainfall for the area, according to Weather Bureau records, shall not be a cause for an extension of Contract Time. Refer to Supplementary Conditions, Article 15.

C. Request for extension of time shall be presented to the Architect for presentation to the Owner with the monthly application for payment and the Owner shall act upon each application each month.

END OF SECTION

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Submit a Schedule of Values at the Preconstruction Conference. Provide 2 copies.

B. Upon request of the Architect, support the values with data which will substantiate their correctness.

C. The Schedule of Values, unless objected to by the Architect, shall be used only as the basis for the Contractor's Applications for Payment.

D. Related Requirements in Other Parts of the Project Manual:
   1. Conditions of the Contract

E. Related Requirements Specified in Other Sections:
   1. Application for Payment: Section 01 29 76.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Use FP & C Schedule of Values, sheets V-1 through V-6 and break down into the Divisions. Complete all applicable portions of form, including listing for “stored” items. Provide all line item balances. Verify items included under General Conditions heading.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.

C. For various portions of the Work:
   1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
   2. For items on which progress payments will be requested for stored materials, break down the value into:
      a. The cost of the materials, delivered and unloaded, with taxes paid.
      b. The total installed value.

D. The sum of all values listed in the schedule shall equal the total Contract Sum.

E. Forms filled out by hand will not be accepted.

F. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

G. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section.

H. Revise schedule to list approved Change Orders, with each Application For Payment.

END OF SECTION

SECTION 01 29 76

APPLICATION FOR PAYMENT AND MATERIAL INVOICES

PART 1 GENERAL

1.01 DESCRIPTION

A. Work included: Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.

B. Related work:
   1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 01 of these Specifications.
   2. The Contract Sum and the schedule for payments are described in the Form of Agreement.
   3. Payments upon Substantial Completion and Completion of the Work as described in the General Conditions.
   4. The Architect's approval of applications for progress payment and final payment may be contingent upon the Architect's approval of status of Project Record documents as described in Section 01 77 19 of these Specifications.

1.02 QUALITY ASSURANCE

A. Prior to start of construction, secure the Architect's approval of the schedule of values required to be submitted under Article 9.2 of the General and Supplementary Conditions, and further described in Section 01 29 73-Schedule of Values of these Specifications.

B. During progress of the Work, modify the schedule of values as approved by the Architect to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.

C. Base requests for payment on the approved schedule of values.

1.03 SUBMITTALS

A. Informal submittal::
   1. Make an informal submittal of request for payment by filling in pertinent portions of the Facility Planning & Control Form Application and Certificate for Payment and accompanying continuation sheet or sheets. Verify items included under General Conditions heading.
   2. For items on which progress payments will be made for stored on site materials, break down the value into:
      a. The cost of the materials, delivered and unloaded, taxes paid.
      b. The total installed value.
   3. Make this preliminary submittal to the Architect at the last regular job meeting of each month.
   4. Revise the informal submittal of request for payment as agreed at the job meeting, initialing all copies.
   5. Include copy of updated progress schedule.

B. Formal submittal::
   1. Make formal submittal of request for payment by filling in the agreed data on the Facility Planning & Control Form Application and Certificate for Payment and accompanying continuation sheet or sheets.
   2. Include invoice and proof of insurance for stored on site materials.
   3. Sign the Application and Certificate for Payment.
   4. Submit the original of the Application and Certificate for Payment, plus 2 identical copies including the continuation sheet or sheets, to the Architect.
   5. Include 3 copies of updated progress schedule.

6. The Architect will compare the formal submittal with the approved informal submittal and, when approved, will sign the Application and Certificate for Payment, and will distribute:
   a. The Original to the Owner.
   b. One copy to the General Contractor.
   c. One copy to the Architect's file.

C. The Owner will review and execute a completed copy and return same to the Architect.

END OF SECTION

SECTION 01 31 13

COORDINATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Notify affected utility companies and comply with their requirements.

C. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate space requirements, supports, and installation of bleachers that are indicated diagrammatically on Drawings.

E. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

F. Coordinate completion and clean-up of work of separate sections.

G. After occupancy of Job Name premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of OWNER's activities.

H. After acceptance of work, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.02 SUBCONTRACTORS

A. Various portions of this work may be subcontracted by the General Contractor. The letting of subcontracts shall in no way relieve the Contractor from complete responsibility of all work included under this contract with the Owner. It shall be the Contractor's responsibility to coordinate his subcontractors, not the Architect's responsibility.

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Designer shall schedule and administer preconstruction meeting, periodic progress meetings and specially called meetings throughout the progress of the work. Designer is required to take minutes of all scheduled meetings and to issue copies of same (within 7 calendar days of the meeting) to Owner, Designer and others as he deems necessary. Minutes shall identify the project name, date, time, location and attendance list.

B. Representatives of Architects, Contractors, Subcontractors and Suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.02 PRECONSTRUCTION CONFERENCE

A. Pre-construction Conference will be scheduled after contract award but prior to any on-site work.

B. Location: The project site, unless otherwise designated by the Architect.

C. Attendance:
   1. Owner's Representative(s).
   2. Architect and his Professional Consultants.
   3. Contractor's Superintendent and Recording Secretary.
   4. Major Subcontractors.
   5. Major Suppliers.
   6. Others as appropriate.

D. Required Agenda:
   1. Facility Planning and Control Pre-Construction Agenda available on the Louisiana Division of Administration website.
   2. The Agenda included herein these documents is required to be followed and strict adherence is required for all listed requirements.

1.04 PRELIMINARY ROOFING CONFERENCE

A. Preliminary roofing conference should be held shortly after award of the Contract and at least six weeks prior to the anticipated start of roofing.

B. Location: The project site, unless otherwise designated by the Architect.

C. Attendance:
   1. Owner's Representative(s).
   2. Architect and his Professional Consultants.
   3. Contractor's Superintendent and Recording Secretary.
   4. Roofing system Subcontractors.
   5. Roofing system Suppliers.
   6. Others as appropriate.

D. Required Agenda:
   1. Facility Planning and Control Roofing Conference Agenda available on the Louisiana Division of Administration website.

1.05 ROOFING PRE-APPLICATION CONFERENCE

A. Roofing Pre-application conference should be held within one week of roofing application and only after all roofing materials are on site and Roofing Manufacturers Assembly Letter is provided.

B. Location: The project site, unless otherwise designated by the Architect.

C. Attendance:

1. Owner's Representative(s).
2. Architect and his Professional Consultants.
3. Contractor's Superintendent and Recording Secretary.
4. Roofing system Subcontractors.
5. Roofing system Suppliers.
6. Others as appropriate.

D. Required Agenda:
1. Facility Planning and Control Roofing Conference Agenda available on the Louisiana Division of Administration website.

1.06 PROGRESS MEETINGS

A. Schedule regular periodic meetings, as required. For this project, Monthly

B. Hold called meetings as required by progress of the Work. Meeting minutes will be taken by the Designer and distributed to all parties.

C. Location of the meetings: As established at the Pre-Construction Conference.

D. Attendance:
1. General Contractor's representative, Superintendent and Recording Secretary.
2. Architect and his Professional Consultants, as needed.
3. Subcontractors as appropriate to the agenda.
4. Suppliers as appropriate to the agenda.
5. Owner's representative(s).

1.07 PROJECT MANAGEMENT/JOB OBSERVATION SITE VISIT

A. Schedule regular periodic meetings, as required. For this project, weekly. Meeting minutes will be taken by the Designer and distributed to all parties.

B. Location of the meeting: Job site.

C. Attendance:
1. General Contractor's representative, Superintendent and Recording Secretary.
2. Subcontractors.
3. Major Suppliers.
4. Owner's representative(s).

1.08 ROOFING FINAL INSPECTION AND WRAP-UP MEETING

A. Roofing final inspection and wrap-up meeting should be held just before the Roofing Contractor concludes his work at the site.

B. Location of the meeting: The project site, unless otherwise designated by the Architect.

C. Attendance:
1. Those in attendance at the Pre-Application Conference.

D. Required Agenda:
1. Facility Planning and Control Roofing Conference Agenda available on the Louisiana Division of Administration website.

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preliminary schedule.

B. Construction progress schedule, critical path method.

1.02 REQUIREMENTS

A. Within 5 days after the awarding of the Contract, but not later than the Preconstruction Conference, the General Contractor shall prepare a progress schedule [Re: Supplementary Conditions 3.10.1] with anticipated dates of delivery of various materials and schedule completion dates for the various portions of the work. A copy shall be submitted to the Architect for approval.

B. CPM showing work progress by Specifications Division in weekly time periods.

C. Two copies of the "approved" schedule must be provided to the Architect at the Preconstruction Conference.

D. Must be revised and submitted monthly with each request for payment.

E. Progress schedule must have at a minimum:
1. Milestones.
2. Progress bars.
3. Critical Path.
4. Early start, late start.
5. Early finish, late finish.
6. Total float.

F. Progress schedule must have a clear way to indicate the anticipated work scheduled and the actual work completed. Comparison shall indicate early or late start and end dates for each item of work, as well as percent of work completed for each item at the end of each pay period.

G. Breakdown of work items shall be by EACH of the Specifications Divisions.

H. Schedule shall indicate original Contract Date, original Calendar Days and original Completion Date.

I. Revised Schedules shall indicate any increase in contract time which is approved by signed Change Order.

J. Show name of project, project number, and name of General Contractor.

K. The General Contractor shall provide phasing diagrams to maintain User access during construction.

1. Phasing and Demolition Plan shall include proposed Tear-Off and Replacement in a reasonable fashion to only remove/demo as much roofing material has can be placed back in the same day.

2. If required, a Staging and Material Storage Plan may be requested to be provided by the contractor.

3. If required, a Temporary Waterproofing Plan may be requested to be provided by the contractor.

END OF SECTION

SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Submit Shop Drawings, Product Data and Samples required by the Contract Documents.

B. For this job, electronic submittals of shop drawings will be accepted.

1. In some cases, the Designer may request the contractor furnish a hard copy of a particular submittal or shop drawing.

2. All samples shall be provided in physical form.

C. Related Requirements Specified in Other Sections:
1. Progress Schedule: Section 01 32 16.
2. Record Documents: Section 01 77 19.

D. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Product Data and Samples will be needed.

1.02 SHOP DRAWINGS

A. Drawings shall be presented in a clear and thorough manner.
1. Details shall be identified by reference to sheet and detail, schedule or plan designations shown on Contract Drawings.
2. Details shall be in scale.
   a. Elevations 1/4" = 1'-0" minimum
   b. Sections 3/4" = 1'-0" minimum
   c. Detail cuts 1-1/2" = 1'-0" minimum

B. Minimum sheet size 18" x 24"; maximum sheet size 24" x 36"

C. Provide a minimum white space of 8” x 8” on the face of each drawing for G.C. and Architect approval stamps.

1.03 PRODUCT DATA

A. Preparation:
1. Clearly mark each copy to identify pertinent products or models.
2. Show performance characteristics and capacities.
3. Show dimensions and clearances required.
4. Show wiring or piping diagrams and controls.

B. Manufacturer's standard schematic drawings and diagrams:
1. Modify drawings and diagrams to delete information which is not applicable to the Work.
2. Supplement standard information to provide information specifically applicable to the Work.

1.04 SAMPLES

A. Office samples shall be of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of the product, with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.

B. Field samples and mock-ups:
1. Contractor shall erect, at the Project site, at a location acceptable to the Architect.
2. Size and area: that specified in the respective specification section.
3. Fabricate each sample and mock-up complete and finished.
4. Remove mock-ups at conclusion of Work or when acceptable to the Architect.

1.05 CONTRACTOR RESPONSIBILITIES

A. Review Shop Drawings, Product Data and Samples prior to submission. Place G. C. review stamp, date, and signature on document. Documents not so marked will be rejected without review.

B. Determine and verify:
   1. Field measurements.
   2. Field construction criteria.
   3. Catalog numbers and similar data.
   4. Conformance with specifications.

C. Coordinate each submittal with requirements of the Work and of the Contract Documents.

D. Notify the Architect in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.

E. Do not begin fabrications without an accepted Submittal from the Architect.

F. Cost of all reproduction of Shop Drawings and Project Data shall be borne by the Contractor and/or his Subcontractors.

1.06 COORDINATED COLOR SELECTION OF MATERIALS

A. Submit all samples requiring selection of colors within 15 days of approval of Subcontractors and Material Suppliers.

B. Selection of colors or materials will not be made on an individual material basis.

1.07 SUBMISSION REQUIREMENTS

A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other Contractor. Number each submittal consecutively in lower right hand corner of first page.

B. Number of submittals required:
   1. Shop Drawings: Submit the number of copies which the Contractor requires returned, plus two which will be retained by the Architect.
   2. Product Data: Submit the number of copies which the Contractor requires returned, plus two which will be retained by the Architect.
   3. Samples: Submit the number stated in each specification section. If not stated, a minimum of 3 of each material requiring selection.
   4. Note: General Contractor to retain 1 approved set of Shop Drawings & Product Data to be bound into a booklet for the Owner at project closeout.

C. Submittals shall contain:
   1. The date of submission and the dates of any previous submissions.
   2. The project title and number.
   3. Contract identification.
   4. The names of:
      a. Contractor.
      b. Supplier.
      c. Manufacturer.
   5. Identification of the project, with the specification section number.
   6. Field dimensions, clearly identified as such.
   7. Relation to adjacent or critical features of the Work material.
   8. Applicable standards, such as ASTM or Federal Specification numbers.
   9. Identification of deviations from Contract Documents.
   10. Identification of revisions on re submittals.
   11. A 8 in. x 4 in. blank space each for Contractor and Architect stamps.

12. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

1.08 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required by the Architect and resubmit until satisfactory.

B. Shop Drawings and Product Data:
   1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
   2. Indicate any changes which have been made other than those requested by the Architect.

C. Samples: Submit new samples as required for initial submittal.

1.09 DISTRIBUTION

A. Distribute reproductions of Shop Drawings and copies of Product Data which carry the Architect's stamp of review to:
   1. Architect (2 copies).
   2. Engineers (via Architect).
   3. Job site file.
   4. Record Documents file.
   5. Other affected Contractors.
   6. Subcontractors.
   7. Supplier or Fabricator.

B. Distribute samples which carry the Architect's stamp of review as directed by the Architect.

C. DO NOT DISTRIBUTE SHOP DRAWINGS WHICH DO NOT CARRY THE ARCHITECT'S STAMP OF REVIEW TO ANYONE.

1.10 ARCHITECT DUTIES

A. Review submittals.

B. Affix stamp and initials or signature, and indicate requirements for re-submittal or correction of submittal.

C. Return submittals to Contractor for distribution or for resubmission.

END OF SECTION

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION

A. PERMITS AND LICENSES
The Contractors and his Subcontractors shall procure all necessary permits and licenses and shall observe and abide by all applicable laws, ordinances and regulations of the Local, State and Federal Governments. **No permit is required for this project.**

B. CONTRACTOR'S AND SUBCONTRACTOR'S LICENSE
All contractors and and/or Subcontractors bidding portions of this work amounting to $50,000.00 or more shall be licensed in accordance with Act #233 of the 1956 Louisiana Legislature and amended under Title 37, Sections 2150-2163, et. seq., of the Louisiana Legislature.

C. O.S.H.A. COMPLIANCE
The attention of all Contractors and Subcontractors is called to the US. Department of Labor "Occupational Safety and Health Standards; National Consensus Standards and established Federal Standards" as published in Vol. 36, No. 105 of the Federal Register dated May 29, 1971 or subsequent. These standards are in effect for this project.

END OF SECTION

SECTION 01 45 23

TESTING AND INSPECTION SERVICES

PART 1 GENERAL

1.01 DESCRIPTION

A. SELECTION AND PAYMENT
   1. The Owner shall engage and pay for the services of an independent testing laboratory to perform inspections and tests of materials and construction as defined in the General and Supplementary Conditions. In the event of a test failure the General Contractor shall delay and/or replace work as required until retesting produces a passing test. Fail test will be paid for by the General Contractor. The Contractor is to select the testing lab and pay for all concrete design mix testing.

B. COOPERATION OF CONTRACTOR
   1. The Contractor shall cooperate with the laboratory and:
      a. Make available, without cost, samples of all materials to be tested in accordance with applicable standard specifications.
      b. Furnish such nominal labor and sheltered working space as is necessary to obtain samples at the project.
      c. Advise the laboratory of the identity of material sources and instruct the suppliers to allow tests or inspections by the laboratory.
      d. Notify the laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel.
      e. Notify the laboratory sufficiently in advance of cancellation of required testing operations. The Contractor shall be responsible to the laboratory for charges due to failure to notify if requirements for testing are canceled.

C. TEST METHODS
   1. Tests and inspections shall be conducted in accordance with the latest standards of ASTM or other recognized authorities.

D. TEST REPORTS
   1. The laboratory shall promptly submit written reports of each test and inspection made to the Architect, Contractor and to such other parties the Architect may specify.

E. EXTENT OF LABORATORY TESTS AND INSPECTIONS
   1. The Architect will recommend the type and number of tests to be performed on the project. The Contractor shall be advised of the number and type of tests to be performed by the Testing Laboratory.
   2. All invoices for testing shall be submitted to the Architect who will review and forward to the Owner for payment.
   3. Coordinate with Roofing Specification Sections for all required Manufacturer’s inspections and testing services.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Field Office.

B. Temporary Utilities.

C. Temporary Telecommunications services.

D. Temporary Sanitary facilities.

E. Temporary Controls: Barriers, enclosures, and fencing.

F. Security requirements.

G. Vehicular access and parking.

H. Waste Removal.

I. Removal of Utilities, facilities and Controls.

1.02 FIELD OFFICE

A. The Contractor shall set up at one location within the contract limits a temporary office to be used as the Contractor's Office. A blueprint table approx. 60" x 36" shall be provided in this office. *Contractors Option.*

B. A complete set of Contract Documents including all addenda, shop drawings, etc. shall be maintained at this location and all modifications to the contract shall be noted on these Documents in red ink.

C. Location of field office on site, as shown on Contract Documents, will be verified and confirmed at the Pre-construction Meeting.

1.03 TEMPORARY UTILITIES

A. The User shall provide temporary water and electricity for the construction operations.

B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.04 TELECOMMUNICATIONS SERVICES

A. The Contractor shall make arrangements for, provide and pay for a telephone for the use of construction personnel.

B. Superintendent, when outside the office, on this site, shall carry an email capable portable telephone.

1.05 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. The Contractor shall provide for the use of his workmen, adequate sanitary toilet facilities.

C. The use of portable chemically treated toilets is acceptable; however, all requirements of local Health Authority must be complied with.

1.06 BARRIERS, ENCLOSURES, FENCES, ETC

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. The Contractor shall furnish the following (but not limited to) as required for the protection of the Owner and the public from any damage due to the construction operations:

1. Temporary fences
2. Signage / Wayfinding
3. Warning Lights

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

D. Contractor shall comply with all regulations governing construction activities, including safety regulations, sanitary regulations, etc. applying in the area.

1.07 FENCING

A. Provide 6 foot high fence around staging site; equip with vehicular and pedestrian gates with locks.

1.08 SECURITY

A. Contractor shall be responsible for security in the area of work. Provide barriers, warnings, services, fences, etc. to protect work in place, stored materials, supplies, tools, etc. as required. Owner will assume no responsibility for the area of work during this contract period.

1.09 VEHICULAR ACCESS AND PARKING

A. A Construction Staging area will be verified at the Pre-Construction Conference.

B. Provide and maintain access to fire hydrants, free of obstructions.

1.10 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

1. Site debris clean-up (including but not limited to; magnetic sweeping for nails/screws) shall be performed multiple times daily to keep site clean and orderly.

B. Provide containers with lids. Remove trash from site daily.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary work.

1. Including but not limited to; sod replacement, repair to damaged concrete paving/curbs, etc.

END OF SECTION

SECTION 01 62 00

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 REQUIREMENTS

A. It is the intention of this specification that, wherever a product is identified by name, equal products which are properly submitted and which meet the Architect's approval may be used. Refer to Instructions to Bidders, Section 4.3, Substitutions.

B. SBS Manufacturer’s and their materials are not subject to substitution during advertisement. The manufacturers listed in Specification Section 07 52 00-Modified Bitumen Membrane Roofing System have been previously reviewed and approved by the State. Manufacturers may contact DOA/FP&C to submit their product for review, requesting inclusion on the State’s Approvals List for future projects. (If applicable to the project)

C. General Contractor shall certify that any product he selects, which is specified by description or performance specification, contains no asbestos.

END OF SECTION

SECTION 01 66 00
PRODUCT HANDLING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included: Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.

B. Related work:
   1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
   2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.03 MANUFACTURER'S RECOMMENDATIONS

A. Except as otherwise approved by the Architect, determine and comply with manufacturers' recommendations on product handling, storage and protection. (Example; stand rolls on end and place on pallet, covered and protected from elements.)

1.04 PACKAGING

A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
   1. Maintain packaged materials with seals unbroken and labels intact until time of use.
   2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.

B. The Architect may reject as non-complying such material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality and other pertinent information.

1.05 PROTECTION

A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.

B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.

1.06 REPAIRS AND REPLACEMENT

A. In event of damage, promptly make replacements and repairs to the approval of the Architect of the Architect and at no additional cost to the Owner.

B. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 01 71 23
FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
   1. Establishing and maintaining lines and levels.
   2. Structural design of shores, forms and similar items provided by the Contractor as part of his means and methods of construction.

B. Related Work:
   1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
   2. Additional requirements for field engineering also may be described in other sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.03 SUBMITTALS

A. Comply with pertinent provisions of Section 01 33 23 "SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES".

B. Upon request of the Architect, submit:
   1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services.
   2. Documentation verifying accuracy of field engineering work.
   3. Certification signed by the Contractor's retained field engineer, certifying that elevations and locations of improvements are in conformance or nonconformance with requirements of the Contract Documents.

1.04 PROCEDURES

A. In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities:
   1. Locate and protect control points before starting work on the site.
   2. Preserve permanent reference points during progress of the Work.
   3. Do not change or relocate reference points or items of the Work without specific approval from the Architect.
   4. Promptly advise the Architect when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
      a. Upon direction of the Architect, require the field engineer to replace reference stakes or markers.
      b. Locate such replacements according to the original survey control.

END OF SECTION

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. Each Contractor and/or Subcontractor shall do all necessary cutting at his own expense. Also, any cost incurred by defective or ill-timed work shall be borne by the party responsible for cutting and patching.

C. The Contractor and/or Subcontractor shall not endanger any work by cutting and shall not cut or alter the work of any subcontractor without the consent of the Architect and other persons involved.

D. Patching shall be performed by tradesmen experienced in the required trade.

E. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Repair areas adjacent to cuts to required condition.
   4. Repair new work damaged by subsequent work.
   5. Remove samples of installed work for testing when requested.
   6. Remove and replace defective and non-conforming work.

F. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

END OF SECTION

SECTION 01 74 13

CLEANING UP

PART 1 - GENERAL

1.01 DESCRIPTION

A. Progress Cleaning

B. Final Cleaning

1.02 PROGRESS CLEANING

A. Entire construction area shall be kept neat, clean and safe at all times. Pick up construction debris (multiple times) on a daily basis.

B. Remove lunch debris from site daily. No food debris shall be left within the project site overnight.

C. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

D. Broom and vacuum clean prior to start of surface finishing, and continue cleaning to eliminate dust.

E. Magnet sweep construction areas and areas immediately adjacent to construction areas for nails and screws.

1.03 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Use cleaning materials that are nonhazardous.

C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances; polish transparent and glossy surfaces; vacuum carpeted and soft surfaces.

D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

E. Clean filters of operating equipment.

F. Clean debris from roofs, gutters, downspouts, and drainage systems

G. Clean site, sweep paved areas, rake clean landscaped surfaces.

H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

I. At the completion of the project, in addition to the removal of rubbish and leaving the areas broom clean, Contractor shall clean the following (not limited to):
   1. Remove stains, spots, marks and dirt from decorated work
   2. Clean hardware
   3. Remove paint spots and smears from all surfaces

J. The Contractor shall also clean up, fill holes, grade and resod all property areas damaged by construction operations, areas used for material storage or other construction purposes.

END OF SECTION

SECTION 01 77 19

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 CLOSEOUT PROCEDURES

A. Comply with procedures stated in the General Conditions of the Contract and Supplementary Conditions for issuance of Recommendation of Acceptance by Architect.

B. When the Contractor considers the Work has reached Final Completion, submit written certification that the Contract Documents have been reviewed, the Work has been inspected, and that the Work is complete in accordance with the Contract Documents and ready for the Architect's inspection.

C. In addition to submittals required by the Conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments and the sum remaining due.

D. The Architect will issue a final Change Order reflecting approved adjustments to the Contract not previously adjusted by Change Order, if and when applicable.

1.02 FINAL CLEANING

A. Execute prior to final inspection.

B. Clean surfaces exposed to view.
   1. Remove temporary labels, stains and foreign substances.
   2. Polish transparent and glossy surfaces.
   3. Clean equipment and fixtures to a sanitary condition.
   4. Clean and lubricate all hardware.

C. Clean the site of debris resulting from this Work:
   1. Sweep paved areas.
   2. Pick up all debris.

1.03 PROJECT RECORD DOCUMENTS

A. Store documents separate from those used for construction. Documents to include one set of Contract Documents, all shop drawings, data sheets, addenda, job sketches, photographs, etc. issued or reviewed during the Contract period.

B. Keep documents current. Make all entries in red ink. Do not permanently conceal any work until information has been recorded.

C. At Contract Closeout, submit documents with transmittal letter containing date, Project title, the Contractor's name and address, list of documents, and the signature of the Contractor. Submit to Architect who will prepare final As-Built Drawings.

1.04 OPERATION AND MAINTENANCE DATA (SUBMIT PRIOR TO FINAL INSPECTION)

A. Provide data for:
   1. Divisions 22, 23, 26 and all others as applicable.

B. Submit 2 sets prior to final inspection, bound and indexed into appropriate 3 ring binders with durable plastic covers. Provide within each binder, Part 1 and Part 2 as listed below. Include a detailed table of contents in the front of each binder.

C. Part 1: Directory listing names, addresses and telephone numbers of the Architect, the Contractor, Subcontractors and Material Suppliers.

D. Part 2: Operation and maintenance instructions arranged with tabs and sub-tabs by each specification division. For each specification division, give names, addresses and telephone numbers of Subcontractors and Suppliers. List:
   1. Appropriate design criteria.
   2. Maintenance instructions.

3. Shop drawings and product data.
4. Warranties.

1.05 WARRANTIES AND BONDS

A. Provide duplicate notarized copies. Execute the Contractor's submittals and assemble documents executed by Subcontractors, Suppliers and Manufacturers. Provide table of contents and assemble in a binder with durable plastic cover.

B. Submit material prior to final Application for Payment. For items of work delayed materially beyond the date of Substantial Completion, provide updated submittal within 10 days after acceptance of the item, listing the date of acceptance of the item as the start of the warranty period.

C. GUARANTEE WARRANTY
   1. The Contractor shall and does hereby warrant and/or guarantee the following:
      a. For a period of 1 year from the date of completion as evidenced by the date of final acceptance of the work, the Contractor does warrant all work performed by him under the contract and for which guarantees are required in sections of these specifications.
      b. Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the Owner.
      c. Where guarantees or warranties are written in any section of these specifications or in the manufacturers' literature for longer terms, such longer terms shall apply.

D. Watertightness Membrane Roofing System Warranty
   a. The Contractor/Manufacturer shall provide the required Watertightness Membrane Roofing System Warranty and all other roofing warranties as required in both the FP&C roofing requirements and Section 07 52 00 Modified Bitumen Membrane Roofing System specification of this project manual.

END OF SECTION

SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Selective demolition of various built site elements including but not limited to:
   1. Existing sealants, caulking, expansion joints at building and windows, traffic coating, concrete, expansion joints at concrete, handrailing, guard railing, flashings, window glazing, etc.
   2. Removal of existing bleachers at north endzone for reinstallation

1.02 RELATED REQUIREMENTS

1.03 SUBMITTALS

A. Photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner's Representative prior to start of work.

1.04 JOB CONDITIONS

A. Protections: Provide temporary barricades and other forms of protection to protect personnel and general public from injury due to demolition work.

B. Damages: Promptly repair damages caused to adjacent facilities by demolition work.

C. Traffic: Conduct demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

D. Utility Services: Maintain existing utilities and protect them against damage during demolition operations. General Contractor will be responsible for repair to any and all existing utility services. Utilities include but are not limited to: Sewer, Gas, Water, Electricity, Telephone and Cable.

E. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with governing regulations.

B. Remove other items as indicated on the drawings.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Provide, erect, and maintain temporary barriers and security devices.
   2. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   3. Do not close or obstruct roadways or sidewalks without prior authorization and/or required permit.
   4. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.

B. Protect existing structures and other elements that are not to be removed.

3.03 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Leave site in clean condition, ready for subsequent work.

3.04 SALVAGE

A. Coordinate salvage of site elements with Owner.

END OF SECTION

SECTION 032000
CONCRETE
REINFORCING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Reinforcing steel for cast-in-place concrete.

B. Supports and accessories for steel reinforcement.

1.02 RELATED REQUIREMENTS

A. Section 033000 - Cast-in-Place Concrete.

B. Section 260526 - Grounding and Bonding for Electrical Systems: Grounding connection to concrete reinforcement.

1.03 REFERENCE STANDARDS

A. ACI MNL-66 - ACI Detailing Manual 2020.

B. ACI SPEC-301 - Specifications for Concrete Construction 2020.

C. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement 2022.

D. ASTM A706/A706M - Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement 2022a.

E. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete 2022.

F. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification 2021.

G. AWS D1.4/D1.4M - Structural Welding Code - Steel Reinforcing Bars 2018, with Amendment (2020).

H. CRSI (DA4) - Manual of Standard Practice 2018, with Errata (2019).

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Shop Drawings: Comply with requirements of ACI MNL-66 Include bar schedules, shapes of bent bars, spacing of bars, and location of splices.

C. Manufacturer's Certificate: Certify that reinforcing steel and accessories supplied for this project meet or exceed specified requirements.

D. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.

E. Reports: Submit certified copies of mill test report of reinforcement materials analysis.

1.05 QUALITY ASSURANCE

A. Perform work of this section in accordance with ACI SPEC-301.
   1. Maintain one copy of each document on project site.

B. Provide Architect with access to fabrication plant to facilitate inspection of reinforcement. Provide notification of commencement and duration of shop fabrication in sufficient time to allow inspection.

C. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.4/D1.4M and no more than 12 months before start of scheduled welding work.

PART 2 PRODUCTS

2.01 REINFORCEMENT

A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi) (420 MPa).
   1. Deformed billet-steel bars.

2. Unfinished.

B. Reinforcing Steel: ASTM A706/A706M, deformed low-alloy steel bars for welded applications.
   1. Unfinished.

C. Steel Welded Wire Reinforcement (WWR): Deformed type; ASTM A1064/A1064M.
   1. Form: Flat Sheets.
   2. WWR Style: As indicated on drawings.

D. Reinforcement Accessories:
   1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch (1.29 mm).
   2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
   3. Provide stainless steel components for placement within 1-1/2 inches (38 mm) of weathering surfaces.

2.02 FABRICATION

A. Fabricate concrete reinforcing in accordance with CRSI (DA4) - Manual of Standard Practice.

B. Welding of reinforcement is permitted only with the specific approval of Architect. Perform welding in accordance with AWS D1.4/D1.4M.

C. Locate reinforcing splices not indicated on drawings at point of minimum stress.
   1. Review locations of splices with Architect.

PART 3 EXECUTION

3.01 PLACEMENT

A. Place, support and secure reinforcement against displacement. Do not deviate from required position.

B. Do not displace or damage vapor barrier.

C. Accommodate placement of formed openings.

D. Comply with applicable code for concrete cover over reinforcement.

E. Bond and ground all reinforcement to requirements of Section 260526.

3.02 FIELD QUALITY CONTROL

A. An independent testing agency, as specified in Section 014000 - Quality Requirements, will inspect installed reinforcement for compliance with contract documents before concrete placement.

END OF SECTION

SECTION 033000
CAST-IN-PLACE
CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Concrete formwork.

B. Concrete for composite floor construction.

C. Floors and slabs on grade.

D. Concrete foundations.

E. Joint devices associated with concrete work.

F. Miscellaneous concrete elements, including equipment pads, equipment pits, light pole bases, flagpole bases, thrust blocks, and manholes.

G. Concrete curing.

1.02 RELATED REQUIREMENTS

A. Section 032000 - Concrete Reinforcing.

B. Section 033511 - Concrete Floor Finishes: Densifiers, hardeners, applied coatings, and polishing.

C. Section 079200 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.

1.03 REFERENCE STANDARDS

A. ACI 211.2 - Standard Practice for Selecting Proportions for Structural Lightweight Concrete 1998 (Reapproved 2004).

B. ACI CODE-318 - Building Code Requirements for Structural Concrete and Commentary 2019 (Reapproved 2022).

C. ACI PRC-211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide 2022.

D. ACI PRC-302.1 - Guide to Concrete Floor and Slab Construction 2015.

E. ACI PRC-304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete 2000 (Reapproved 2009).

F. ACI PRC-305 - Guide to Hot Weather Concreting 2020.

G. ACI PRC-306 - Guide to Cold Weather Concreting 2016.

H. ACI PRC-308 - Guide to External Curing of Concrete 2016.

I. ACI PRC-347 - Guide to Formwork for Concrete 2014 (Reapproved 2021).

J. ACI SPEC-117 - Specification for Tolerances for Concrete Construction and Materials 2010 (Reapproved 2015).

K. ACI SPEC-301 - Specifications for Concrete Construction 2020.

L. ASTM C33/C33M - Standard Specification for Concrete Aggregates 2018.

M. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens 2021.

N. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete 2023.

O. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens) 2021.

P. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete 2020.

Q. ASTM C150/C150M - Standard Specification for Portland Cement 2022.

R. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete 2020.

S. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method 2016.

T. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete 2010a (Reapproved 2016).

U. ASTM C330/C330M - Standard Specification for Lightweight Aggregates for Structural Concrete 2023.

V. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete 2019, with Editorial Revision (2022).

W. ASTM C827/C827M - Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures 2023.

X. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete 2021.

Y. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink) 2020.

Z. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete 2018.

AA. ASTM D8139 - Standard Specification for Semi-Rigid, Closed-Cell Polypropylene Foam, Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction 2017.

BB. ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs 2018a.

CC. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs 2017 (Reapproved 2023).

104 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
   1. For curing compounds, provide data on method of removal in the event of incompatibility with floor covering adhesives.

C. Mix Design: Submit proposed concrete mix design.
   1. Indicate proposed mix design complies with requirements of ACI SPEC-301, Section 4 - Concrete Mixtures.
   2. Indicate proposed mix design complies with requirements of ACI CODE-318, Chapter 5 - Concrete Quality, Mixing and Placing.
   3. Indicate proposed mix design complies with admixture manufacturer's written recommendations.

D. Slab Jointing: Submit construction joint and control joint layout shop drawing in accordance with the structural drawings to the architect for review.

E. Samples: Submit samples of underslab vapor retarder to be used.

F. Samples: Submit two, 12 inch (305 mm) long samples of waterstops and construction joint devices.

G. Test Reports: Submit report for each test or series of tests specified.

H. Manufacturer's Installation Instructions: For concrete accessories, indicate installation procedures and interface required with adjacent construction.

I. Sustainable Design Submittal: If any fly ash, ground granulated blast furnace slag, silica fume, rice hull ash, or other waste material is used in mix designs to replace Portland cement, submit the total volume of concrete cast in place, mix design(s) used showing the quantity of portland cement replaced, reports showing successful cylinder testing, and temperature on day of pour if cold weather mix is used.

J. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.

1.05 QUALITY ASSURANCE

A. Perform work of this section in accordance with ACI SPEC-301 and ACI CODE-318.
   1. Maintain one copy of each document on site.

B. Follow recommendations of ACI PRC-305 when concreting during hot weather.

C. Follow recommendations of ACI PRC-306 when concreting during cold weather.

PART 2 PRODUCTS

2.01 FORMWORK

A. Formwork Design and Construction: Comply with guidelines of ACI PRC-347 to provide formwork that will produce concrete complying with tolerances of ACI SPEC-117.

B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
   1. Form Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.
   2. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
   3. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches (38 mm) of concrete surface.

2.02 REINFORCEMENT MATERIALS

A. Comply with requirements of Section 032000.

2.03 CONCRETE MATERIALS

A. Cement: ASTM C150/C150M, Type I - Normal Portland type.
   1. Acquire cement for entire project from same source.

B. Fine and Coarse Aggregates: ASTM C33/C33M.
   1. Acquire aggregates for entire project from same source.

C. Lightweight Aggregate: ASTM C330/C330M.

D. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

2.04 ADMIXTURES

A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.

B. Air Entrainment Admixture: ASTM C260/C260M.

C. Water Reducing Admixture: ASTM C494/C494M Type A.

2.05 ACCESSORY MATERIALS

A. Underslab Vapor Retarder:
   1. Sheet Material: ASTM E1745, Class A; stated by manufacturer as suitable for installation in contact with soil or granular fill under concrete slabs. Single-ply polyethylene is prohibited.
   2. Accessory Products: Vapor retarder manufacturer's recommended tape, adhesive, mastic, prefabricated boots, etc., for sealing seams and penetrations.

B. Non-Shrink Cementitious Grout: Premixed compound consisting of nonmetallic aggregate, cement, water reducing and plasticizing agents.
   1. Grout: Comply with ASTM C1107/C1107M.
   2. Height Change, Plastic State; when tested in accordance with ASTM C827/C827M:
      a. Maximum: Plus 4 percent.
      b. Minimum: Plus 1 percent.
   3. Minimum Compressive Strength at 48 Hours, ASTM C109/C109M: 2,000 pounds per square inch (13.7 MPa).
   4. Minimum Compressive Strength at 48 Hours: 2,000 pounds per square inch (13.7 MPa).

5. Minimum Compressive Strength at 28 Days, ASTM C109/C109M: 7,000 pounds per square inch (48 MPa).
6. Minimum Compressive Strength at 28 Days: 7,000 pounds per square inch (48 MPa).
7. Products containing aluminum powder are not permitted.

2.06 BONDING AND JOINTING PRODUCTS

A. Latex Bonding Agent: Non-redispersable acrylic latex, complying with ASTM C1059/C1059M, Type II.
   1. Products:
      a. SpecChem, LLC; Strong Bond Acrylic Bonder: www.specchemllc.com/#sle.
      b. W. R. Meadows, Inc; ACRY-LOK-: www.wrmeadows.com/#sle.
      c. Substitutions: See Section 016000 - Product Requirements.

B. Slab Isolation Joint Filler: 1/2-inch (13 mm) thick, height equal to slab thickness, with removable top section forming 1/2-inch (13 mm) deep sealant pocket after removal.
   1. Material: ASTM D8139, semi-rigid, closed-cell polypropylene foam.

2.07 CURING MATERIALS

A. Curing Compound, Naturally Dissipating: Clear, water-based, liquid membrane-forming compound; complying with ASTM C309.
   1. Product dissipates within 4 to 6 weeks.

B. Moisture-Retaining Sheet: ASTM C171.
   1. Curing paper, regular.
   2. Polyethylene film, white opaque, minimum nominal thickness of 4 mil, 0.004 inch (0.102 mm).
   3. White-burlap-polyethylene sheet, weighing not less than 3.8 ounces per square yard (1.71 kg/sq m).

C. Water: Potable, not detrimental to concrete.

2.08 CONCRETE MIX DESIGN

A. Proportioning Normal Weight Concrete: Comply with ACI PRC-211.1 recommendations.
   1. Portland cement replacement (with fly ash, ground granulated blast furnace slag, silica fume, or rice hull ash) shall be consistent with ACI recommendations.

B. Proportioning Structural Lightweight Concrete: Comply with ACI 211.2 recommendations.

C. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI SPEC-301.
   1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.

D. Admixtures: Add acceptable admixtures as recommended in ACI PRC-211.1 and at rates recommended or required by manufacturer.

E. Normal Weight Concrete:
   1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: As indicated on drawings.
   2. Water-Cement Ratio: Maximum 50 percent by weight.
   3. Total Air Content: 3 percent, determined in accordance with ASTM C173/C173M.
   4. Maximum Slump: 5 inches.
   5. Maximum Aggregate Size: As indicated on drawings.

F. Structural Lightweight Concrete:
   1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 5,000 pounds per square inch (34.5 MPa).
   2. Water-Cement Ratio: Maximum 45 percent by weight.
   3. Total Air Content: 3 percent, determined in accordance with ASTM C173/C173M.
   4. Maximum Slump: 4 inches (100 mm).
   5. Maximum dry unit weight: 115 pound per cubic foot (1840 kg per cubic meter).

2.09 MIXING

A. Transit Mixers: Comply with ASTM C94/C94M.

B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

A. Formwork: Comply with requirements of ACI SPEC-301. Design and fabricate forms to support all applied loads until concrete is cured and for easy removal without damage to concrete.

B. Verify that forms are clean and free of rust before applying release agent.

C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.

D. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in according to bonding agent manufacturer's instructions.
   1. Use latex bonding agent only for non-load-bearing applications.

E. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Comply with ASTM E1643. Lap joints minimum 6 inches (150 mm). Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.
   1. Vapor Retarder Over Granular Fill: Install compactible granular fill before placing vapor retarder as indicated on drawings. Do not use sand.

3.03 PLACING CONCRETE

A. Place concrete in accordance with ACI PRC-304.

B. Place concrete for floor slabs in accordance with ACI PRC-302.1.

C. Notify Architect not less than 24 hours prior to commencement of placement operations.

D. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

E. Ensure reinforcement, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.

F. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.

G. Finish floors level and flat, unless otherwise indicated, within the tolerances specified below.

3.04 SLAB JOINTING

A. Locate joints as indicated on drawings.

B. Anchor joint fillers and devices to prevent movement during concrete placement.

C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
   1. Install wherever necessary to separate slab from other building members, including columns, walls, equipment foundations, footings, stairs, manholes, sumps, and drains.

D. Load Transfer Construction and Contraction Joints: Install load transfer devices as indicated; saw cut joint at surface as indicated for contraction joints.

E. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch (5 mm) thick blade and cut at least 1 inch (25 mm) deep but not

less than one quarter (1/4) the depth of the slab.

3.05 FLOOR FLATNESS AND LEVELNESS TOLERANCES

A. An independent testing agency, as specified in Section 014000, will inspect finished slabs for compliance with specified tolerances.

B. Maximum Variation of Surface Flatness:
   1. Exposed Concrete Floors: 1/4 inch (6 mm) in 10 feet (3 m).
   2. Under Seamless Resilient Flooring: 1/4 inch (6 mm) in 10 feet (3 m).
   3. Under Carpeting: 1/4 inch (6 mm) in 10 feet (3 m).

C. Correct the slab surface if tolerances are less than specified.

D. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

3.06 CONCRETE FINISHING

A. Repair surface defects, immediately after removing formwork.

B. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4 inch (6 mm) or more in height.

C. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4 inch (6 mm) or more in height. Provide finish as follows:
   1. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24 hours after form removal.

D. Concrete Slabs: Finish to requirements of ACI PRC-302.1 and as follows:
   1. Surfaces to Receive Thick Floor Coverings: "Wood float" as described in ACI PRC-302.1; thick floor coverings include quarry tile, ceramic tile, and Portland cement terrazzo with full bed setting system.
   2. Surfaces to Receive Thin Floor Coverings: "Steel trowel" as described in ACI PRC-302.1; thin floor coverings include carpeting, resilient flooring, seamless flooring, resinous matrix terrazzo, thin set quarry tile, and thin set ceramic tile.
   3. Decorative Exposed Surfaces: Trowel as described in ACI PRC-302.1; take measures necessary to avoid black-burnish marks; decorative exposed surfaces include surfaces to be stained or dyed, pigmented concrete, surfaces to receive liquid hardeners, surfaces to receive dry-shake hardeners, surfaces to be polished, and all other exposed slab surfaces.
   4. Other Surfaces to Be Left Exposed: Trowel as described in ACI PRC-302.1, minimizing burnish marks and other appearance defects.

E. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains at 1:100 nominal.

3.07 CURING AND PROTECTION

A. Comply with requirements of ACI PRC-308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
   1. Normal concrete: Not less than seven days.

C. Formed Surfaces: Cure by moist curing with forms in place for full curing period.

D. Surfaces Not in Contact with Forms:
   1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
      a. Spraying: Spray water over floor slab areas and maintain wet.
   2. Final Curing: Begin after initial curing but before surface is dry.
      a. Curing Compound: Apply in two coats at right angles, using application rate recommended by manufacturer.

3.08 FIELD QUALITY CONTROL

A. An independent testing agency will perform field quality control tests, as specified in Section 014000 - Quality Requirements.

B. Provide free access to concrete operations at project site and cooperate with appointed firm.

C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.

D. Tests of concrete and concrete materials may be performed at any time to ensure compliance with specified requirements.

E. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cubic yards (76 cu m) or less of each class of concrete placed.

F. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

G. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

3.09 DEFECTIVE CONCRETE

A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.

B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.

C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

3.10 PROTECTION

A. Do not permit traffic over unprotected concrete floor surface until fully cured.

END OF SECTION

SECTION 04 90 00
MASONRY RESTORATION AND CLEANING

PART 1- GENERAL

1.01 WORK INCLUDED

A. Apply exterior water repellent to all exterior stucco surfaces and masonry.

1. Removal of stains from biological growth by low/medium pressure washing and or chemicals.

B. Prepare all surfaces to receive specified finish.

C. Maintain aesthetic or historic qualities of project by protecting work designated to remain.

1.02 RELATED WORK

A. Section 07 92 00 Sealants and Caulking.

B. Priming or painting and finishing of certain surfaces may be specified to be factory-performed or installer-performed under pertinent other sections.

1.03 WORK NOT INCLUDED

A. Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require painting under Section 09 91 00 except as may be so specified.

1.04 DEFINITIONS

A. "Paint", as used herein, means coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers and other applied materials whether used as prime, intermediate or finish coats.

1.05 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Mock-ups: Prepare sample of the product on the appropriate substrate indicated. See 1.6 Test Panels.

C. Provide at least one person who shall be present at all times during the execution of the work of this section, who shall be thoroughly familiar with the specified requirements, and the materials and methods needed for their execution, and who shall direct all work performed under this section.

D. Provide adequate numbers of workers skilled in the necessary crafts and properly informed of the specialized methods and materials to be used in this work.

1.06 TEST PANELS

A. Comply with pertinent provisions of Section 01340.

B. Product data: Within 7 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:

1. Materials list of items proposed to be provided under this section.
2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.

C. The Contractor shall arrange for providing test panels. Minimum size of test panels shall be a 5 ft. by 5 ft. area. Manufacturers application instructions shall be followed. Allow a minimum of 7 days drying time before inspection or longer if possible. Some forms of biological staining will continue to diminish for as long as three to four weeks or longer. Test panel shall serve as the performance standard and remain available for comparison during the cleaning process.

D. Contractor shall prepare a written report detailing results of testing including description of methods employed, materials, concentration of cleaner, dwell times and other elements of test procedures as defined above.

E. Each test panel must be carefully labeled, charted, and photographed. Approved test panels will become a part of the Work, and serve as quality standard for similar type work on this project.

F. Notify the Architect seven (7) days in advance of the dates and time when the test panels will be installed.

1.08 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01 66 00.

1.09 JOB CONDITIONS

A. Contractor shall be responsible for protecting all existing adjacent materials such as doors, windows, flashings, roofing, and other existing materials that are not intended to be treated in order to prevent product from entering building.

B. Contractor shall be responsible for the repair of all damaged adjacent materials due to the execution of the work at no additional expense to the owner. Repairs shall be made by qualified mechanics skilled in the type of repairs required, to the satisfaction of the Architect.

C. Protect adjacent areas and surfaces not being treated with barriers suitable for the product being used. Appropriate care should be taken at air intakes, air condition vents and similar openings that may come in contact with the product.

D. Take appropriate precautions to avoid harm to building occupants, pedestrians, and nearby property.

E. Safety: For any number of reasons it is essential to maintain a high degree of worker and occupant safety while working with the product.

PART 2- PRODUCTS

2.01 MATERIALS

A. If needed, acceptable materials:
   1. D/2 Biological Solution; D/2 Biological Solution, Inc. PO Box 3746 Westport, MA (917)-693-7441.
   2. MDF500; Temp-Coat products, LLC 17351 Hard Hat Dr Covington, LA 70435 (800)-950-9958.

2.02 APPLICATION EQUIPMENT

A. Natural bristle brushes.

B. Soft clean rags.

C. Clean, potable water.

D. Rubber gloves.

E. Eye and skin protection.

F. Low-pressure applicator, such as pump sprayer or electric/battery powered sprayer.

G. Water supplied pressure washing unit, pressures to be such that they do not degrade exterior building surfaces.

2.03 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3- EXECUTION

3.01 GENERAL APPLICATION OF INITIAL CHEMICAL TREATMENT

A. Only apply product if Surface and Air temperature is 45 degrees F or above.

B. Follow manufacturer’s instructions and as follows:
   1. Apply undiluted product with a brush, roller, or hand pump sprayer.
   2. Allow undiluted to remain on the substrate for a minimum of 10-15 minutes and a maximum of 24 hours depending on site conditions.

3. Reapplication of is required if more than 24 hours has elapsed since initial application.
4. Apply additional as necessary to maintain a wet surface.
5. Scrub with soft nylon or natural bristle brush and potable water. DO NOT USE METAL BRUSH.
6. Lightly mist with water and continue scrubbing.
7. Rinse thoroughly with clean, potable water.

C. Work sections that can easily be applied in one shift.

D. Clearly mark or identify time of application and dwell time.

E. Wash down in the same sequence of sections in which product was applied.

F. Thoroughly rinse application areas and surrounding adjacent surfaces.

3.03 CLEAN UP

A. Thoroughly rinse application areas and surrounding adjacent surfaces.

PART 4- CONTRACTOR QUALITY CONTROL

4.01 QUALITY CONTROL

A. The implementation of a Contractor Quality Control Program does not relieve the Contractor form the responsibility to provide work in accordance with the Contract Documents, applicable codes, regulations, and governing authorities. The Contractor Quality Control Program shall include, but not be limited to, the elements herein. These elements are provided only as a minimum starting point for the Contractor to use to generate the complete Contractor's Quality Control Program.

END OF SECTION

SECTION 05 50 00

METAL FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Shop fabricated steel and aluminum items.

B. Shop fabricated aluminum guardrails and handrails, base plates, tube, anchors and accessories required to provide complete railing system as indicated on drawings.

C. Structural Steel Shapes, Plates and Bars that are not a part of a structural steel or other metal system specified elsewhere.

D. Structural Steel reinforcing.

E. Anchor Bolts.

F. Steel Bars.

1.02 REFERENCE STANDARDS

A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2012.

B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.

C. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.

D. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2013.

E. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.

F. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.

G. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.

H. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes [Metric]; 2013.

I. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015.

J. AWS D1.2/D1.2M - Structural Welding Code - Aluminum; 2008.

1.03 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Product data for products used in miscellaneous metal fabrications, including paint products and grout.

C. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

1.04 QUALITY ASSURANCE

A. Fabricator Qualifications: Firm experienced in successfully producing metal fabrications similar to that indicated for this Project, with sufficient production capacity to produce required units without causing delay in the Work.

1.05 PROJECT CONDITIONS

A. Field Measurements: Check actual locations of walls and other construction to which metal fabrications must fit, by accurate field measurements before fabrication; show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delay of Work.

PART 2 PRODUCTS

2.01 GROUT AND ANCHORING CEMENT

A. Nonshrink Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with CE CRD- C 621. Provide grout specifically recommended by manufacturer for interior and exterior applications of type specified in this section.
   1. Nonshrink Nonmetallic Grouts:
      a. "Euco N-S Grout"; Euclid Chemical Co.
      b. "Masterflow 713"; Master Builders.
      c. "Five Star Grout"; U. S. Grout Corp.

2.02 MATERIALS - STEEL

A. Metal Surfaces, General: For metal fabrications exposed to view upon completion of the Work, provide materials selected for their surface flatness, smoothness, and freedom from surface blemishes. Do not use materials whose exposed surfaces exhibit pitting, seam marks, roller marks, rolled trade names, roughness.

B. Provide bars for:
   1. Foundation.
   2. Ramps and steps.
   3. Concrete Knee Walls.

C. Steel Shapes: ASTM A36/A36M.

D. Steel Bars: ASTM A 36/A 36M.

E. Plates: ASTM A283/A283M.

F. Pipe: ASTM A53/A53M, Grade B Schedule 40, hot-dip galvanized finish for exterior installations and where indicated.

G. Anchor Bolts: 12" L x 3" x 1/2" Diam at 48" O.C.

H. Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for the metal alloy to be welded.

2.03 FASTENERS:

A. General: Provide zinc-coated fasteners for exterior use or where built into exterior walls. Select fasteners for the type, grade and class required.

2.04 MATERIALS - ALUMINUM

A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper.

B. Sheet Aluminum: ASTM B209 (ASTM B209M), 5052 alloy, H32 or H22 temper.

C. Bolts, Nuts, and Washers: Stainless steel.

D. Welding Materials: AWS D1.2/D1.2M; type required for materials being welded.

2.05 FABRICATION

A. Form metal fabrications from materials of size, thickness, and shapes indicated but not less than that needed to comply with performance requirements indicated. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of each metal fabrication.

B. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges.

C. Shear and punch metals cleanly and accurately. Remove burrs.

D. Remove sharp or rough areas.

E. Ease exposed edges to a radius of approximately 1/32 inch, unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

F. Remove sharp or rough areas on exposed traffic surfaces.

G. Weld corners and seams continuously to comply with AWS recommendations and 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 that no roughness shows after finishing and contour of welded surface matches those adjacent.

H. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts. Locate joints where least conspicuous.

I. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.

J. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. 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.

K. Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware, screws and similar items.

L. Fabricate joints that will be exposed to weather in a manner to exclude water, or provide weep holes where may accumulate.

M. Provide one coat of shop primer on all items, Sherwin Williams, Farrell Calhoun, Tnemec or equal industrial enamel primer, 1.0 mil dry film thickness.

2.06 ROUGH HARDWARE

A. Furnish bent or otherwise custom fabricated bolts, plates, anchors, hangers, dowels, and other miscellaneous steel and iron shapes as required for framing and supporting fabrications, and for anchoring or securing fabrications to concrete or other structures.
   1. Fabricate items to sizes, shapes, and dimensions required. Furnish malleable-iron washers for heads and nuts which bear on wood structural connections; elsewhere, furnish steel washers.

2.07 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports for applications indicated or which are not a part of structural steel framework, as required to complete work.

B. Fabricate units to sizes, shapes, and profiles indicated and required to receive adjacent other construction retained by framing and supports. Fabricate from structural steel shapes, plates, and steel bars of welded construction using mitered joints for field connection. Cut, drill, and tap units to receive hardware, hangers, and similar items.
   1. Equip units with integrally welded anchors for casting into concrete or building into masonry. Furnish inserts if units must be installed after concrete is placed.
      a. Except as otherwise indicated, space anchors 24 inches o.c. and provide minimum anchor units in the form of steel straps 1-1/4 inches wide x 1/4 inch x 8 inches long.

2.08 FINISHES - ALUMINUM

A. Exterior Aluminum Surfaces: Class I natural anodized.

B. Interior Aluminum Surfaces: Class I natural anodized.

C. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils thick.

PART 3 EXECUTION

3.01 PREPARATION

A. Clean and strip primed steel items to bare metal where site welding is required.

B. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation in masonry construction. Coordinate delivery of such items to project site.

3.02 INSTALLATION

A. Fastening to In Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in place construction; include threaded fasteners for concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws, and other connectors as required.

B. Install items plumb and level, accurately fitted, free from distortion or defects.

C. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

D. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installation of miscellaneous metal fabrications. Set metal fabrication accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete masonry or similar construction.

F. Field Welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, methods used in correcting welding work, and 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 that no roughness shows after finishing and contour of welded surface matches those adjacent.

3.03 ADJUSTING AND CLEANING

A. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting to comply with Manufacturer's requirements for touch-up of field painted surfaces.

END OF SECTION

SECTION 06 10 00
ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Miscellaneous wood nailers, blocking, and grounds.

1.02 RELATED REQUIREMENTS

A. Section 05 50 00 - Metal Fabrications: Miscellaneous steel connectors and support angles for wood framing.

1.03 SUBMITTALS

A. Comply with Division 1, Section 01 33 23- SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

B. Product data required for the following products:
   1. Exterior Sheathing.
   2. Insulating sheathing.
   3. Metal framing anchors.
   4. Construction adhesives.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Comply with Division 1, Section 01 66 00- PRODUCT HANDLING.

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

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

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

B. Lumber fabricated from old growth timber is not permitted.

C. Inspection Agencies: Inspection agencies and the abbreviations used to reference them with lumber grades and species include the following:
   1. RIS - Redwood Inspection Service.
   2. SPIB - Southern Pine Inspection Bureau.
   3. WWPA - Western Wood Products Association.
   4. AITC - American Institute of Timber Construction.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

A. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
   1. Lumber: S4S, No. 2 or Standard Grade.
   2. Boards: Standard or No. 3.

2.03 MISCELLANEOUS LUMBER

A. General: Provide lumber for support or attachment of other construction including cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members.

B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated and into shapes shown.

C. Moisture Content: S-dry (19 percent maximum) for lumber items not specified to receive wood preservative treatment.

D. Grade: "No. 2 Boards" per SPIB rules.

2.04 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

B. Fasteners and Anchors:
   1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide Hot-dipped galvanized steel per ASTM A 153/A 153M.
   2. Nails, Wire, Brads, and Staples: FS FF-N-105.
   3. Power Driven Fasteners: National Evaluation Report NER-272.
   4. Wood Screws: ANSI B18.6.1.
   5. Lag Bolts: ANSI B18.2.1.
   6. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and where indicated, flat washers.

2.05 METAL FRAMING ANCHORS

A. General: Provide metal framing anchors of type, size, metal, and finish indicated that comply with requirements specified including the following:
   1. Current Evaluation/Research Reports: Provide products for which model code evaluation/research reports exist that are acceptable to authorities having jurisdiction and that evidence compliance of metal framing anchors for application indicated with the building code in effect for this Project.

2. Allowable Design Loads: Provide products for which manufacturer publishes allowable design loads that are determined from empirical data or by rational engineering analysis and that are demonstrated by comprehensive testing performed by a qualified independent testing laboratory.

B. Galvanized Steel Sheet: Steel sheet zinc-coated by hot-dip process on continuous lines prior to fabrication to comply with ASTM A 525 for Coating Designation G60 and with ASTM A 446, Grade A (structural quality); ASTM A 526 (commercial quality); or ASTM A 527 (lock-forming quality); as standard with manufacturer for type of anchor indicated.

C. Use galvanized steel framing anchors for rough carpentry exposed to weather, in ground contact, or in area of high relative humidity, and where indicated.

2.06 MISCELLANEOUS MATERIALS

A. Sill Sealer Gasket: 1/4 inch thick, plate width, closed cell plastic foam from continuous rolls.

B. Adhesives for Field Gluing Panels to Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by both adhesive and panel manufacturer.

C. Water Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbonate (IPBC) as its active ingredient.

2.07 FACTORY WOOD TREATMENT

A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
   1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.

B. Preservative Treatment:
   1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft retention.
      a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
      b. Treat lumber in contact with masonry or concrete.
   2. Preservative Pressure Treatment of Plywood Above Grade: AWPA U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative to 0.25 lb/cu ft retention.
      a. Kiln dry plywood after treatment to maximum moisture content of 15 percent.
      b. Treat plywood in contact with roofing, flashing, or waterproofing.
   3. Treat indicated items and the following:
      a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
      b. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
      c. Wood framing members less than 18 inches above grade.
      d. Wood floor plates installed over concrete slabs directly in contact with earth.
      e. Wood framing directly behind fascia board.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

A. Select material sizes to minimize waste.

B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

D. Discard units of material with defects that impair quality of rough carpentry construction and that are too small to use in fabricating rough carpentry with minimum joints or optimum joint arrangement.

E. Set rough carpentry to required levels and lines, with members plumb and true to line and cut and fitted.

F. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.

G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated.

H. Countersink nail heads on exposed carpentry work and fill holes.

I. Use common wire nails, unless otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.

3.02 WOOD GROUNDS, BLOCKING, NAILERS, AND SUPPORTS

A. Install wood grounds where shown and where required for screeding or attachment of other work.

B. Form to shapes as shown and cut as required for true line and level of work to be attached.

C. Coordinate location with other work involved.

D. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated.

E. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.

F. Install permanent grounds of dressed, preservative treated, key beveled lumber, shall be no less than 1 1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

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

H. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.

I. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.

3.03 CLEANING

A. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.

B. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

SECTION 07 14 00

FLUID-APPLIED WATERPROOFING

PART 1- GENERAL

1.01 SECTION INCLUDED

A. Fluid applied membrane waterproofing, concrete vertical surfaces.

1.02 SUBMITTALS

A. Product Data: Provide data for membrane.

B. Shop Drawings: Indicate special joint or termination conditions and conditions of interface with other materials.

C. Certificate: Certify that products meet or exceed specified requirements.

D. Manufacturer's Installation Instructions: Indicate special procedures.

E. Warranty: Submit manufacturer warranty and ensure forms have been completed in OWNER'S name and registered with manufacturer.

1.03 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with not less that five years of documented experience.

B. Applicator Qualifications: Company specializing in performing installation of traffic membrane, with minimum 5 years of experience and shall be approved by manufacturer to install specified system.

C. Certificate: Certify that products meet or exceed specified requirements.

D. Requirements of Regulatory Agencies: Comply with applicable codes, regulations, ordinances, and laws regarding use and application of coating systems.

1.04 FIELD CONDITIONS

A. Prior to starting work, read and follow the Material Safety Data Sheet (MDSD) and container labels for detailed health and safety information.

B. Do not install materials when temperature is below 40 degrees F or above 90 degrees F.

C. Do not proceed with application if precipitation is imminent, or to a damp, unclean or frosty surface.

D. Maintain this temperature range, 24 hours before, during and 72 hours after application.

E. Coordinate coating with other trades.

F. Do not allow the use of spark-producing equipment during application and until all vapors have dissipated. Post "No-Smoking" signs around area of work.

G. Maintain work area in a neat and orderly condition, removing empty containers, rags and rubbish daily from the site.

1.05 WARRANTY

A. See Section 01 78 00 – Closeout Submittals, for additional warranty requirements.

B. Correct defective work within a five year period after date of Substantial Completion.

C. Provide five year manufacturer warranty for products and installation.

1. Include coverage for delamination of system from substrate and degradation of waterproofing ability.

PART 2- PRODUCTS

2.01 MANUFACTURERS, FLUID APPLIED WATERPROOFING VERTICAL SURFACE

A. Neogard Division of Jones-Blair Company; Product Peda-Gard: www.neogard.com

B. BASF; Product SONNEBORN SONOGUARD.

2.02 MEMBRANE AND FLASHING MATERIALS

A. Membrane: Fluid applied polyurethane; waterproofing; color to be selected by Architect; conforming to the following:

1. Tensile Strength ASTM D412: 1,200 psi
2. Elongation: ASTM D412; 400%
3. Permanent Set: ASTM D412; <10%
4. Tear Resistance: ASTM D1004; 100 pli
5. Water Resistance: ASTM D471; <3” at 7 days
6. Adhesion: ASTM D4541; 300 psi

B. Surface Conditioners:

1. Use: Fill voids, areas of aggregate loss and excessively rough, damaged or exposed aggregate prior to application of traffic bearing waterproofing coat system in order to assure effective installation and long term performance.

2. Description: As deemed by manufacturer to assure effective installation and long term performance.

a. Two component, 100% solids epoxy slurry. Specially formulated to resurface deteriorated concrete to leave a smooth, durable finish.

b. Two component, 100% solids epoxy resin with #200 silica mixed into the epoxy resin. Design as a super high strength binder spread at approximately 50 square feet per gallon.

PART 3- EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify substrate surfaces are free of frozen matter, dampness, loose particles, cracks, pits, projections, penetrations, or foreign matter detrimental to adhesion or application of waterproofing system.

C. Verify that substrate surfaces are smooth, free of honeycomb or pitting, and not detrimental to full contact bond of waterproofing materials.

D. Verify that items that penetrate surfaces to receive waterproofing are securely installed.

3.02 PREPARATION

A. Protect adjacent surfaces not designated to receive waterproofing.

B. Clean and prepare surfaces to receive waterproofing in accordance with manufacturer’s instructions. Vacuum substrate clean.

C. Do not apply waterproofing to surfaces unacceptable to manufacturer.

D. Seal cracks and joints with sealant using methods recommended by sealant manufacturer.

3.03 INSTALLATION

A. Apply waterproofing in accordance with manufacturer’s instructions to specified minimum thickness.

3.04 PROTECTION

A. Remove debris from completion of coating operation from the project site.

END OF SECTION

SECTION 07 18 00
TRAFFIC COATINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Provide labor, materials, equipment and supervision necessary to install a fluid-applied pedestrian traffic coating system as outlined in this specification to new and existing concrete surfaces with or without an existing traffic coating system.

B. The manufacturer's application instructions for each product used are considered part of this specification and should be followed at all times.

1.02 RELATED REQUIREMENTS

A. 09 91 00 - Painting.

B. 12 63 13 - Stadium Bench Seating.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Include product characteristics and limitations. Identify dissolving solvents, fuels, and potential destructive compounds.

C. Samples: Submit two complete samples of cured membrane, 12x12 inch in size, illustrating color, surface texture, and variations. Samples will be construed as examples of finished texture and color of the system.

D. Manufacturer's Installation Instructions: Include special environmental conditions required to install traffic membrane and potential incompatibilities with adjacent materials.

E. Maintenance Data: Include procedures for stain removal, repairing surface, and cleaning.

F. Applicator approval: Submit letter from manufacturer stating applicator is approved to install the specified pedestrian traffic coating system.

G. Warranty: Submit manufacturer warranty and ensure that forms have been completed in OWNER's name and registered with manufacturer.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with not less than five years of documented experience.

B. Applicator Qualifications: Company specializing in performing installation of traffic membrane, with minimum 5 years of experience and shall be approved by manufacturer to install specified system.

C. Requirements of Regulatory Agencies: Comply with applicable codes, regulations, ordinances and laws regarding use and application of coating systems.

1.05 ADMINISTRATIVE REQUIREMENTS

A. Pre-Installation Conference:
   1. Before any work takes place, including removal of existing traffic coating, and in addition to agenda scheduled items specified in Division 1, review the following:
      a. Review installation scheduling, coordination, procedures and placement of material.
      b. Review Manufacturer's installation requirements to assure issuance of Manufacturer's warranty.
      c. Review new traffic coating system surface preparation requirements.
      d. Review Manufacturer recommended safety guidelines.
      e. Coordinate with architect and owner for possible coordination with occupants during times while work will be performed.

1.06 MOCK-UP

A. Install a field sample of at least 100 square feet at the project site as agreed to by owner's representative, applicator and manufacturer. Apply material in accordance with manufacturer's written application instructions.

B. Do not alter, move, or destroy field sample until work is completed and approved by Owner's representative.

C. Mock-up may remain as part of the Work.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Materials shall be delivered in original sealed container, clearly marked with supplier's name, brand name and type of material.

B. Maintain storage area at minimum ambient temperature of 75 degrees F.

C. Handle products to prevent damage to container. All materials shall be stored in compliance with local fire and safety requirements.

D. Keep away from fire or open flame.

E. Do not store at high temperatures or direct sunlight.

1.08 FIELD CONDITIONS

A. Prior to starting work, read and follow the Material safety Data Sheet (MSDS) and container labels for detailed health and safety information.

B. Do not install materials when temperature is below 40 degrees F or above 90 degrees F.

C. Do not proceed with application if precipitation is imminent, or to a damp, unclean or frosty surface.

D. Maintain this temperature range, 24 hours before, during and 72 hours after application.

E. Restrict traffic from area where materials are being installed or are curing.

F. Coordinate traffic coating with other trades.

G. Do not allow the use of spark-producing equipment during application and until all vapors have dissipated. Post "No-Smoking" signs around area of work.

H. Maintain work area in a neat and orderly condition, removing empty containers, rags and rubbish daily from the site.

1.09 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Correct defective Work within a five year period after Date of Substantial Completion.

C. Provide five year manufacturer warranty for products and installation.
   1. Include coverage for delamination of system from substrate and degradation of waterproofing ability.

PART 2 PRODUCTS

2.01 TRAFFIC COATINGS

A. Pedestrian Coating: Fluid-applied polyurethane with slip-reducing aggregate surface.
   1. Finished Coating Thickness: 50 mils, minimum.
   2. Manufacturers:
      a. Neogard Division of Jones-Blair Company; Product PEDA-GARD: www.neogard.com.
      b. BASF; Product SONNEBORN SONOGUARD.
      c. Approved Equal.

2.02 MATERIALS

A. Membrane: Fluid applied polyurethane; waterproof; to match existing color; conforming to the following:
   1. Tensile Strength (ASTM D412): 1,200 psi psi.
   2. Elongation: ASTM D412; 400%
   3. Permanent Set: ASTM D412; <10%
   4. Tear Resistance: ASTM D1004; 100 pli
   5. Water Resistance: ASTM D471; <3% @ 7 days
   6. Adhesion: ASTM D4541; 300 psi

B. Epoxy Patching:
   1. Two component 100% solids epoxy with low viscosity specially formulated to use in damp, humid environments (but free of standing water) with chemical and water resistance as recommended by manufacturer for complete traffic coating waterproofing system application.
   2. Cured Film Performance:
      a. Tensile: ASTM D638; 3,700 psi
      b. Elongation: ASTM D638; 25%
      c. Compressive Strength: ASTM D695; 25,300 psi
      d. Flexural Strength: ASTM D790; 3,180 psi
      e. Water Resistance: ASTM D570; 0.21%
      f. Taber Abrasion: ASTM D4060; 25 mg/1,000(cs17)
      g. Adhesion: ASTM D4541; 350 psi
      h. Flammability: ASTM D635; Pass

C. Surface Conditioners:
   1. Use: Fill voids, areas of aggregate loss and excessively rough, damaged or exposed aggregate prior to application of traffic bearing waterproofing coat system in order to assure effective installation and long term performance.
   2. Description: As deemed by manufacturer to assure effective installation and long term performance:
      a. Two component, 100% solids epoxy slurry. Specially formulated to resurface deteriorated concrete to leave a smooth, durable finish.
      b. Two component, 100% solids epoxy resin with #200 silica mixed into the epoxy resin. Design as a super high strength binder spread at approximately 50 square feet per gallon.

2.03 PAINTS:

A. Manufacturers:
   1. Paint for the Traffic Coating System must be provided by Traffic Coating manufacturer and shall act as integral component of such system.

B. Products:
   1. Neogard: ACRYLITHANE HS2.
   2. BASF: SONOGUARD TINT-BASE.
   3. Approved Equal as submitted with traffic coating products.

C. Color:
   1. Base Color: To match existing traffic coating color. Records indicate "Standard Grey" as the existing color. Manufacturer is to confirm color match prior to ordering and installation of finishes.
   2. Accent Color 1: Southern Blue and or yellow
      NOTE: INDICATED ACCENT COLORS ARE PROPIETARY OWNER COLORS AND SHALL BE MATCHED BY MANUFACTURER TO OWNER COLOR STANDARDS. GC TO COORDINATE, THROUGH ARCHITECT, WITH OWNER'S COLOR PALLETE PRIOR TO ORDERING OF MATERIAL.

2.04 EXPANSION JOINT COVERS

A. Manufacturers:
   1. McNichols; Product: R700000048- Designer Textured Metals. www.mcnichols.com
   2. Rigidized Metals. Product: XTP. www.rigidized.com
   3. Approved equal.

B. Thickness: 0.63 Gauge

C. Material: Stainless Steel.

D. Fasteners: See drawings.

PART 3 EXECUTION

3.01 EXAMINATION

A. Concrete: Verify that the work done under other sections meets the following requirements:
   1. That the concrete deck surface is free of ridges and sharp projections. If metal forms or decks are used they should be ventilated to permit adequate drying of concrete.
   2. That damaged areas of the concrete deck be restored to match adjacent areas. Use clear 100% solids epoxy products as recommended by manufacturer and sand for filling and leveling.

3.02 INSPECTION OF EXISTING COATING SYSTEM, EXPOSED CONCRETE AND METAL SUBSTRATES

A. Inspect existing coating. system and remove all existing surface applied membrane material that is loose or marginally bonded.

B. Check exposed concrete surfaces for soundness. Concrete spalls can be detected by tapping with a hammer and listening for a hollow sound. All spalled portions must be removed before further preparation. Removal can be completed with chipping hammers or other suitable tools.

C. Where concrete was removed, follow ICRI guidelines for preparation and installation of repair materials.

D. For smaller repairs such as divots, popouts, etc., use of epoxy mortars is recommended and shall be part of the work. When mortars are used, closely match characteristics of existing concrete in order to prevent failure of bond caused by freeze-thaw cycles or wide fluctuations in temperature.

E. After the new concrete or epoxy patching material has been placed and properly cured, solvent clean existing membrane perimeter adjacent to patch a minimum distance of one inch.

F. When patching concrete, new concrete patches must be prepared by shotblasting or a cup grinder prior to application of primer.

G. Verify dryness of new concrete patches for a dry surface in accordance with ASTM 04263-83 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method".

H. All exposed metals to be coated should be mechanically prepared to a clean, white metal finish. Apply manufacturer recommended primer to all clean metals.

3.03 CLEANING OF EXISTING COATING SYSTEM

A. Clean existing deck coating by power washing, (600 to 800 psi), with 8500 Biodegradable Cleaner or other detergent. The use of stiff bristle street brooms may be required to help remove some contaminants. Rinse deck thoroughly with clean potable water and allow to dry completely. All low spots where water puddles form must be vacuumed dry to remove any contaminants left by the rinsing operation.

B. Visually inspect deck for oil or grease deposits and remove by chemical cleaning with detergents, caustic sodas solutions, or trisodium phosphate. A vigorous scrubbing action should be carried out during the washing procedure. It is important to thoroughly flush the water to remove all traces of the loosened oil as well as the cleaning solution itself. If any residue remains, it will interfere with the bond of the new membrane.

3.04 REPAIRING CRACKS AND INSTALLING BASE COAT ON EXPOSED CONCRETE SURFACES

A. Inspect all surfaces for cracks and cold joints. Cold joints and visible hairline cracks (up to1/16" in width) in existing membrane or new patching material shall be cleaned, primed (on concrete or patching material) and treated with 30 dry mils of polyurethane deck coating material. Large cracks (over 1/16" in width) shall be routed and sealed with polyurethane sealant or as recommended by manufacturer. Sealant shall be applied to inside area of crack only, not applied to deck surface. Detail sealed cracks with 30 dry mils of polyurethane deck coating material.

B. Apply system primer to new concrete or cementitious patching material only. Apply system base coat to yield 20 dry mils: Solvent-based coating to be applied at a rate of 60 sf/gal. FC base coat to be applied at 80 sf/gal. Allow to cure.

3.05 ADHESION TESTING

A. Adhesion tests have been performed on site and material in place has tested in proper conditions to apply new coatings. However, additional testing may be required. Refer to Unit Price section of these specifications.

B. Following tests are acceptable to perform, at the owner's representative and manufacturer's discretion:
   1. ASTM 04541. Pull Test. Instructions for this test are provided by the testing equipment manufacturer and ASTM. This test requires the use of an elcometer and provides a pull off' value.
   2. ASTM 0903. Standard Test Method for Peel or Stripping of Adhesive Bonds.
   3. Rag Test for indication of bonding with no value.

3.06 EPOXY PATCHING APPLICATION

A. Surface Preparation:
   1. Remove dust, laitance, grease, curing compounds, impregnations, waxes and other foreign materials.
   2. Prepare concrete by shot-blast or other approved mechanical methods.
   3. Surface must be clean and sound.

B. Mixing:
   1. Pre-mix each component. Portion two parts epoxy to one part epoxy hardener by volume into a clean pail. Mix thoroughly for three minutes with a mixing paddle on low-speed (400 to 600) rpm drill until uniform in color. Mix only enough that can be used within its pot life (see product data sheet for profile of each product).
   2. To prepare an epoxy mortar, slowly add four parts by volume of an oven-dried aggregate to one part of the mixed epoxy, and mix until uniform in consistency.

C. Application:
   1. When used as a broadcast overlay, prime the prepared substrate with mixed series epoxy recommended by manufacturer for specified system. While primer is still tacky, spread mixed series epoxy with a 3/16 inch notched squeegee. When the material levels, broadcast aggregate slowly, allowing it to settle in the epoxy binder. Ultimately, the broadcast aggregate should be applied to excess at a rate of two pounds per square foot.
   2. When used as an epoxy mortar, prime the prepared substrate with mixed series epoxy recommended by manufacturer for specified system. Before the primer becomes tack-free, apply epoxy mortar by trowel. Finish with finishing trowel.

D. Limitations:
   1. Minimum surface temperature should be 40°F.
   2. Do not dilute; solvents will prevent proper cure.
   3. Use oven-dried aggregates only.
   4. If depth of mortar patch exceeds one inch, consult manufacturer for mix design.

E. Safety:

1. Consult Material Safety Data Sheet (MSDS) for instructions related.to safety and handling.

3.07 SURFACE CONDITIONERS APPLICATION

A. For a smooth surface, apply epoxy slurry mix to effected areas with a notched squeegee and allow to cure. Do exceed 1/4" in depth per application.

B. For filling in depressed, scaled or exposed aggregate areas of the structural slab, spread epoxy slurry mix to affected areas with a notched squeegee and immediately broadcast 16-30 mesh aggregate into wet mix to rejection. Do not exceed 1/2" in depth per application. Allow to cure and remove excess aggregate.

NOTE: The surface profile obtained by broadcasting 16-30 mesh aggregate into the epoxy slurrv will leave a rough surface and will require a grout coat of neat epoxy applied at the rate of 1/2 gallon per 100 square feet or a fill coat of polyurethane base coat at the rate of 3/4 gallon per 100 square feet prior to the application of either Auto-Gard or Peda-Gard. In lieu of applying the epoxy neat coat or polyurethane base coat. surface can be ground smooth with the use of terrazzo or portable cup grinders.

C. Safety:
1. Consult Material Safety Data Sheet (MSDS) for instructions related to safety and handling.

3.08 EXPANSION JOINT TREATMENT

A. Remove Existing Metal Expansion Joint Covers,clean,and repair or replace any that cannot be reused. Refer to Unit Price Section of these specifications.

B. Remove rubber caskets and remove all existing sealants. Grind sides,clean and apply primer.Apply traffic coating system as detailed. Apply PECORA DYNATROL II two part non-sag sealant or equal with closed cell backer rod.

C. Replace Cover Plates.

3.09 RECOAT EXISTING SOLVENT-BASED SYSTEMS WITH SOLVENT-BASED SYSTEM

A. Clean and prepare surfaces per the guidelines in Sections 3.01 - 3.08 of this document.

B. Waterproofing Base Coat: Thoroughly mix polyurethane coating (type as recommended by manufacturer) material and apply at a rate of 1-2/3 gallons per 100 sq ft (60 sq ft/gal) to deck surface in strict accordance with procedures outlined by manufacturer. Extend base coat over cracks and control joints which have received treatment.

C. Topcoat: When base coat is dry, recoat surface with thoroughly mixed manufacturer recommended polyurethane coating material at a rate of 1 gallon per 100 sq ft (100 sq ft/gal) and immediately broadcast 7992 aggregate at a rate of 10 to 15 pounds per 100 sq ft and backroll to encapsulate aggregate. Totalsystem coating thickness will average 32 dry mils exclusive of aggregate.

D. For higher than normal traffic areas (access alleys not between bleachers, steps leading to sitting sections, ramps, portal entryways, etc), repeat Step C above (top coat, aggregate and backroll).

3.10 PAINTS - SURFACE PREPARATION AND APPLICATION

A. All surfaces must be sound, dry, clean and free of oil, dirt, grease, wax, mildew, loose or flaking paint and other surface contaminants. Remove loose, peeling, flaking or scaling paint and rust by scraping, sanding or wire brush or blasting.

B. Follow manufacturer recommendations for material application and record any special precautions recommended by manufacturer that are job specific. PRIOR TO INSTALLATION OF PAINT TRANSMIT TO ARCHITECT A COPY OF MANUFACTURER'S RECOMMENDATIONS

C. Protect adjacent surfaces.

D. Safety:
1. Consult Material Safety Data Sheet (MSDS) for instructions related to safety and handling.

3.11 PROTECTION

A. After completion of application, do not allow traffic on coated surfaces for a period of at least 48 -72 hours at 75 degrees F and 50% R. H.• or until completely cured.

B. Remove debris from completion of coating operation from the project site.

END OF SECTION

SECTION 07 19 00
WATER REPELLENTS

PART 1- GENERAL

1.01 SECTION INCLUDES

A. Clear penetrating water repellent coating applied to exterior vertical walls: stucco, concrete and masonry.

1.02 RELATED SECTIONS

A. Section 04 90 00 Masonry Restoration and Cleaning

1.03 REFERENCES

A. Comply with provisions of the following standards for vertical precast concrete.

1. ASTM E514 “Water Penetration and leakage through Masonry”
2. ASTM C67 “Brick and Structural Clay Tile” Part 7 Water Absorption
3. ASTM G53 “Accelerated Weathering” for 2000 hours
4. ASTM D6489 “Water Vapor Transmission” of Non Film forming Treatments on Cementitious Panels.
5. (RILEM) Test Method II.4 Water Absorption Under Low Pressure (Pipe Method)

1.04 SUBMITTALS

A. Comply with Section 01 33 23 Shop Drawings, Product Data and Samples, unless otherwise indicated. Substitution requests must be submitted 10 days prior to bid date.

B. Product Data: Manufacturer’s specifications and technical data including the following:

1. Detailed specification of construction and fabrication.

2. Manufacturer’s installation instructions.

3. Certified test reports indicating compliance with performance requirements specified herein.

4. Certification by water repellent manufacturer that product supplied comply with local regulations controlling use of volatile organic compounds (VOC).

5. Submit technical data that product meets performance requirements of Section 1.5 D

C. Quality Control Submittals:

1. Statement of qualifications.

2. Statement of compliance with Regulatory Requirements.

3. Field Quality Control Submittals as specified in Part 3.3

1.05 QUALITY ASSURANCE

A. Manufacturer’s Qualifications:

1. 10 years’ experience in the actual production of specified product.

2. Manufacturing facility has achieved ISO 9001 Quality and ISO 14001 Environmental certifications.

B. Installers Qualifications:

1. Firm experienced in installation or application of systems similar in complexity to those required for this Project.
2. Acceptable to or licensed by manufacturer.
3. Not less than 3 years’ experience with systems.
4. Successfully completed not less than 5 projects using this system.

C. Pre-Application Testing Project Mockup:

1. Test Water repellent on a mockup.
2. Comply with installation requirements of this section.
3. Inspect mockup for signs of reaction with the surface, streaks, discoloration, insufficient penetration and improper water repellency.

D. Product Qualifications:
   1. No Change in the surface appearance or texture.
   2. Will leave no residue on non-porous surfaces (i.e.: glazing, aluminum framing, etc.)
   3. Penetration into the substrate of 0.25 inches average.
   4. Standards
      a. ASTM E514 “Water Penetration and leakage through Masonry” 100% reduction in the leakage rate over the control. Control wall must have a leakage rate of at least 2.0 liters/hour.
      b. ASTM C67 “Brick and Structural Clay Tile” Part 7 Water absorption 98% reduction in water absorption
      c. ASTM G53 “Accelerated Weathering” for 2000 hours only 5% loss of effectiveness over initial water repellency.
      d. ASTM 6489 “Water Vapor Transmission of non-film forming Treatments on Cement Panels-100% reduction.

E. Regulatory Requirements
   1. Complies with State and Local regulations concerning AIM (Architectural, Industrial, and Maintenance) coatings regarding VOC (Volatile Organic Content)
   2. Contains no chemicals listed on the CalProp65 harmful chemicals list.

1.06 DELIVERTY STORAGE AND HANDLING

A. Packing and Shipping: Deliver products in original unopened packaging with legible manufacturer’s identification.

B. Storage and Protection: Comply with manufacturer’s recommendations.

1.07 PROJECT CONDITIONS

A. Environmental Requirements:

1. Maintain ambient temperature above 20 degrees F during and 24 hours after installation.

2. Do not proceed with application on materials if ice or frost is covering the substrate.

3. Do not proceed with application if temperature of surface exceeds 90-degree F.

4. Do not proceed with the application of materials in rainy conditions or if heavy rain is anticipated within 4 hours after application.

1.08 WARRANTY REQUIREMENTS

A. Provide manufacturers written single source performance warranty that the Clear Penetrating Water Repellent will be free of defects related to workmanship or material deficiency for a five (5) year period from the date of completion of the work provided under this section of the specification. The following performance standards shall be specifically covered under the warranty:

1. Perform RILEM tube test. Loss of water repellency greater than 1.0 ml/ 20 minutes (70 miles per hour wind driven rain equivalent.) or 90 percent of the baseline RILEM tube performance established by manufacturer during the mockup/ test panel shall constitute failure.

2. Retreat all failing substrate during length of warranty at manufacturers cost, labor and materials.

PART 2- PRODUCTS

2.01 MANUFACTURER

A. Acceptable manufacturers and products:
   1. Protectosil® CHEM-TRETE® BSM 400
   Evonik Corporation: 299 Jefferson Rd; Parsippany NJ 07054; 800-282-0919
   2. Prosoco Weather Seal Siloxane PD
   Prosoco: 3741 Greenway Circle; Lawrence, KS 66046; 800-255-4255

PART 3- EXECUTION

3.01 EXAMINATION

A. Verification of conditions: Examine areas and conditions under which work is to be performed and identify conditions that may be detrimental to proper or timely completion.

1. Do not proceed until unsatisfactory conditions have been corrected.

3.02 PREPERATION

A. Protection: Install coverings to protect adjacent surfaces.

B. Surface Preparation:

1. Verify masonry joints found to be unsound, follow, or otherwise defective, have been raked out to a depth of ½ inch and pointed with mortar.
2. Verify cracks that exceed 1/64-inch-wide have been filled with pointing mortar.
3. All repointing must be completed and allowed to cure.
4. Remove dirt, dust and materials that will interfere with the proper and effective application of the penetrating sealer. It is the responsibility of the Contractor to prepare the surfaces of the concrete as recommended by the Water Repellent Manufacturer and acceptable to the Architect/Engineer.
5. Sealants, patching materials, and expansion joints shall have been installed and approved by the Architect/Engineer.

3.03 FIELD QUALITY CONTROL

A. Spray Test: After water repellent has dried, spray coated surfaces with water.

1. After surfaces have adequately dried, recoat surfaces to show water absorption.

B. Manufacturer's Field Services:

1. Conduct both pre and post application RILEM tube testing.
2. Test area: Furnish results of test area absorption on each type of substrate. Test results shall determine application rate.

C. Mock Up:

1. Before a sealer application the following field evaluation will be done. The cost of the initial field testing will be the responsibility of the Water Repellent Manufacturer.
2. Prepare three feet by three feet area to be sprayed with the water repellent. The area will be determined by the Owner. Apply the water repellent in a flooding application, from the bottom up, to cause the material to run down 6 to 8 inches below the spray pattern.
3. Allow five days for the sample to cure. Conduct a RILEM uptake test on the treated area. Place tube on the substrate. Place another on a joint if present. Owner may be present for the application of the water repellent and the RILEM test.
4. Acceptable minimum results are as stated in the warranty provisions. Coverage rate used to pass this test section must be used on entire project.

3.04 APPLICATION

A. Follow manufacturer's instructions for application and coverage, and procedures established during preparation of mockup. Product shall be applied as supplied by the manufacturer without dilution or alteration.

B. Apply with a low-pressure (15 psi) spray equipment with a fan spray coarse nozzle, flooding the surface to obtain uniform coverage unless otherwise recommended by the manufacturer.

C. Apply at a rate of not less than 125 square foot/gallon unless the field tests (as outlined in 3.3) determine that a heavier rate of application is necessary to meet the performance requirements.

D. Apply at temperature and weather conditions recommended by the manufacturer or written in this specification.

D. Follow manufacturers' recommendations concerning protection of glass, metal and other non-porous substrates. Contractor will be responsible to clean all surfaces that are contaminated by the water repellent.

F. Follow manufacturer's recommendation concerning protection of plants, grass and other vegetation. Contractor will be responsible for replacing all plants, grass or vegetation damaged by the water repellent.

G. Apply water repellent by brush, only at locations where overspray would affect adjacent materials and where not practicable for spray application.

3.05 CLEANING

A. While Work Progresses: Clean spillage and overspray from adjacent surfaces using materials and methods as recommended by water repellent manufacturer.

B. Remove and dispose of all materials used to protect surrounding areas and nonmasonry surfaces, following completion of the work of this section.

C. Clean site of all unused water repellents, residues, rinse water, wastes, and effluents in accordance with environmental regulations.

D. Repair, Restore, or replace to the satisfaction to the Architect, all materials, landscaping, and nonmasonry surfaces damaged by exposure to water repellents.

3.06 COMPLETION

A. Work that does not conform to specified requirements shall be corrected and/or replaced as directed by the Owners Representative at contractor's expense without extension of time.

END OF SECTION

SECTION 07 62 00
FLASHING AND SHEET METAL

PART 1 GENERAL

1.01 WORK INCLUDED

A. This Section includes the following:
   1. Metal counter flashing and base flashing.
   2. Metal wall flashing.
   3. Miscellaneous sheet metal accessories.

B. Roofing accessories installed integral with roofing membrane are specified in roofing system sections as roofing work.

1.02 SUBMITTALS

A. Comply with Division 1, Section 01 33 23.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Comply with Division 1, Section 01 66 00.

1.04 PROJECT CONDITIONS

A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

PART 2 PRODUCTS

2.01 SHEET METAL FLASHING AND TRIM MATERIALS

A. Stainless Steel: AISI Type 302/304, complying with ASTM A 167, 2D annealed finish, soft, except where harder temper required for forming or performance; 0.0250-inch thick (24 gage) except as otherwise indicated.

B. Lead: ASTM B 749, Type L51121, copper-bearing sheet lead, minimum 4 lb/sq ft (0.0625-inch thick) except not less than 6 lb/sq ft (0.0937-inch thick) for burning (welding) unless otherwise indicated.

C. Zinc-Coated Steel: Commercial quality with 0.20 percent copper, ASTM A 526 except ASTM A 527 for lock-forming, G90 hot-dip galvanized, "Kynar 500" finish or "Hylar 5000" finish; 0.0250-inch thick (24 gage) except as otherwise indicated.

D. Aluminum-Zinc Alloy-Coated Steel Sheet : ASTM A792, Class AZ-50 coating, grade 40, or to suit project conditions, with 55 percent aluminum, not less than 0.0336 inch (0.85 mm) thick, unless otherwise indicated.
   1. Finish: Coil-Coated Fluoropolymer Factory Finish "Kynar 500" or "Hylar 5000."
   2. Color: As selected by Architect with color selection signed/dated by User Agency with copy sent to FP&C prior to ordering materials.

2.02 MISCELLANEOUS MATERIALS AND ACCESORIES:

A. Solder: For use with steel or copper, provide 50 - 50 tin/lead solder (ASTM B 32), with rosin flux.

B. Solder: For use with stainless steel, provide 60 - 40 tin/lead solder (ASTM B 32), with acid-chloride type flux, except use rosin flux over tinned surfaces.

C. Fasteners: Same metal as flashing/sheet metal or other non- corrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.

D. Bituminous Coating: SSPC - Paint 12, solvent-type bituminous mastic, nominally free of sulfur, compounded for 15-mil dry film thickness per coat.

E. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, non- drying, nonmigrating sealant.

F. Elastomeric Sealant: Generic type recommended by manufacturer of metal and fabricator of components being sealed and complying with requirements for joint sealants as specified in Division 7 Section "Joint Sealers."

G. Epoxy Seam Sealer: 2-part noncorrosive metal seam cementing compound, recommended by metal manufacturer for exterior/interior nonmoving joints including riveted joints.

H. Adhesives: Type recommended by flashing sheet manufacturer for waterproof/weather-resistant seaming and adhesive application of flashing sheet.

I. Paper Slip Sheet: 5-lb. rosin-sized building paper.

J. Polyethylene Underlayment: Minimum 6-mil carbonated polyethylene film resistant to decay when tested in accordance with ASTM E 154.

K. Reglets: Metal or plastic units of type and profile indicated, compatible with flashing indicated, noncorrosive.

L. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gage required for performance.

M. Elastic Flashing Filler: Closed-cell polyethylene or other soft closed-cell material recommended by elastic flashing manufacturer as filler under flashing loops to ensure movement with minimum stress on flashing sheet.

N. Roofing Cement: ASTM D 2822, asphaltic.

2.03 FABRICATED UNITS

A. General Metal Fabrication:
   1. Shop-fabricate work to greatest extent possible. Comply with details shown and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices.
   2. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the work. Form work to fit substrates.
   3. Comply with material manufacturer instructions and recommendations for forming material.
   4. Form exposed sheet metal work without excessive oil-canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.

B. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. For metal other than aluminum, tin edges to be seamed, form seams, and solder. Form aluminum seams with epoxy seam sealer; rivet joints for additional strength where required.

C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

D. Sealant Joints: Where movable, nonexpansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.

E. Separations: Provide for separation of metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

PART 3 EXECUTION

3.01 INSTALLATION REQUIREMENTS

A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations and with SMACNA "Architectural Sheet Metal Manual." Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units;

conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weatherproof.

B. Underlayment: Where stainless steel or aluminum is to be installed directly on cementitious or wood substrates, install a slip sheet of red rosin paper and a course of polyethylene underlayment.

C. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.

D. Install reglets to receive counterflashing in manner and by methods indicated. Where shown in concrete, furnish reglets to trades of concrete work for installation as work of Division 3 sections. Where shown in masonry, furnish reglets to trades of masonry work, for installation as work of Division 4 sections.

E. Install counterflashing in reglets, either by snap-in seal arrangement or by welding in place for anchorage and filling reglet with mastic or elastomeric sealant, as indicated and depending on degree of sealant exposure.

F. Install elastic flashing in accordance with manufacturer's recommendations. Where required, provide for movement at joints by forming loops or bellows in width of flashing. Locate cover or filler strips at joints to facilitate complete drainage of water from flashing. Seam adjacent flashing sheets with adhesive, seal and anchor edges in accordance with manufacturer's recommendations.

G. Install rain guards of length shown on drawings at locations shown on exterior elevations. Deflect water to protect entry doorways and walkways.

3.02 CLEANING AND PROTECTION

A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.

B. Protection: Contractor is required to observe and protect flashings and sheet metal work during construction to ensure that work will be without damage or deterioration other than natural weathering at time of Substantial Completion.

END OF SECTION

SECTION 07 92 00
SEALANTS AND CAULKING

PART 1 GENERAL

1.01 WORK INCLUDED

A. Completion of all sealant and caulking. All joints between dissimilar materials, adjoining materials, intersecting materials shall be sealed to prevent moisture or insect travel between the crack created by the two materials at the joint.

1.02 RELATED WORK

A. Exterior concrete pavings and walks.

B. Sealant work required by the Contract Documents is included under this Section.

C. Caulk all exterior doors, windows, expansion joints, metal frames, precast concrete wall panels, joints, concrete block, and areas called for on drawings.

D. Warranty: 10 years materials and labor from manufacturer.

1.03 QUALITY ASSURANCE

A. Obtain elastomeric materials from only manufacturers who will, if required, send a qualified technical representative to project site, for the purpose of advising the Installer of proper procedures and precautions for the use of the materials.

B. Prepare a mock-up installation of major type and use of sealant. Install sealant between materials matching those used on the project.

1.04 SUBMITTALS

A. Comply with Division 1, Section 01 33 23.

B. Manufacturer's Data: For information only, submit 2 copies of manufacturer's specifications (primer, filler, etc.), recommendations and installation instructions for each type of sealant and associated miscellaneous material required. Include manufacturer's published data, or letter of certification, or certified test laboratory report indicating that each material complies with the requirements and is intended generally for the applications shown. Show by transmittal that one copy of each recommendation and instruction has been distributed to the Installer.

C. Comply with Division 1, Section 01 66 00.

D. Deliver products in original sealed and labeled containers when applicable.

E. Store products in a clean environment with temperature range within the recommendations of the manufacturer.

F. Protect products from damage. Damaged products shall not be used.

1.05 JOB CONDITIONS

A. Pre-Installation Meeting: Review the procedures and time schedule proposed for installation of sealants in coordination with other work. Review each major sealant application required on the project.

B. Condition of Other Work: The Installer must examine the joint surfaces, backing and anchorage of units forming sealant rabbet, and the conditions under which the sealant work is to be performed, and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work and performance of the sealants. Do not proceed with the sealant work until satisfactory conditions have been corrected in a manner acceptable to the Installer.

C. Weather Conditions: Do not proceed with installation of sealants under adverse weather conditions, or when temperatures are below or above manufacturer's recommended limitations for installation. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Dow Corning.

B. Pecora Corp.

2.02 MATERIALS

A. Exterior Caulking Compound – One part, Neutral – Curing, Ultra Low – Modulus Silicone Sealant. Color as selected by Architect from manufacturer's standard colors.
   1. Dow Corning, 790
   2. Pecora Corp. 890

B. Joint Filler (Exterior) for bituminous top sealant of all paving expansion and keyway joints.
   1. Sikaflex - 1C SL
   2. Vulkem 45 (Tremco Mfg. Company).

C. Joint cleaner: Provide the type of joint cleaning compound recommended by the sealant or caulking compound manufacturer for the joint to be cleaned.

D. Primers: As recommended by caulking and sealants manufacturer. Use primers on all metal surfaces.

E. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bound to the substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape wherever applicable.

F. Sealant Backer Rod: Compressible rod stock polyethylene foam, polyethylene jacketed polyurethane foam, or other flexible, permanent, durable non-absorptive material as recommended, for compatibility with sealant by the sealant manufacturer. Provide size and shape of rod which will control the joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back side, and provide a highly compressible backer to minimize the possibility of sealant extrusion when joint is compressed. Contractor Note: Twisting of Backer Rod (two small pieces) in lieu of backer rod of correct diameter will not be acceptable.

G. Compatibility: Provide only materials (manufacturer's recommended variation of the specified materials) which are known to be fully compatible with the actual installation conditions, as shown by manufacturer's published data or certification.

H. Colors: Wherever compound is not exposed to view, provide manufacturer's standard color which has the best overall performance characteristics for the application shown.
   1. Provide custom colors, if required to match samples or to match the adjoining surfaces in a manner to be determined by the Architect.

2.03 FABRICATION AND MANUFACTURER

A. The products of a single manufacturer shall be used on exterior. The products of a single manufacturer shall be used on the interior. Systems recommendations on specific products will be considered by Architect.

PART 3 EXECUTION

3.01 JOINT SURFACE PREPARATION

A. Clean joint surfaces immediately before installation of sealant of sealant or caulking compound. Remove dirt, insecure coatings, moisture and other substances which would interfere with bond of sealant or caulking compound.

B. For elastomeric sealants, do not proceed with installation of sealant over joint surfaces which have been painted, lacquered, waterproofed or treated with water repellent or other treatment or coating.

C. Etch concrete and masonry joint surfaces to remove excess alkalinity, unless sealant manufacturer's printed instructions indicate that alkalinity does not interfere with sealant bond and performance. Etch with 5% solution of muriatic acid; neutralize with dilute ammonia solution, rinse thoroughly with water and allow to dry before sealant installation. Protect adjacent surfaces.

D. Remove cap strip from all paving metal keyway joints and prepare joint for application of specified paving sealant.

E. Concrete surfaces requiring repairs shall include cracks in excess of 0.01 inches in thickness. Per ASCC Position Statement #5

3.02 APPLICATION

A. Comply with sealant manufacturer's printed instructions except where more stringent requirements are shown or specified.

B. Prime or seal the joint surfaces wherever shown or recommended by the sealant manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.

C. Install sealant backer rod for liquid elastomeric sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for the application shown.

D. Backer Rods to be sized for width of joint. DO NOT twist 2 or move Backer Rods together in order to fill larger size joints. Use larger Backer Rods.

E. Install bond breaker tape wherever shown and wherever required by manufacturer's recommendations to ensure that elastomeric sealants will perform properly.

F. Use two parts polysulfide or Dymeric type sealant for all exterior joints, unless otherwise herein specified.

G. Employ only proven installation techniques, which will ensure that sealants will be deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of the joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between a horizontal surface and a vertical surfaced, fill joint to form a slight cove, so that joint will not trap moisture and dirt.

H. Install sealants to depths as shown, or if not shown, as recommended by the sealant manufacturer but within the following general limitations, measured at the center (thin) section of the bead.

   a. For normal moving joints sealed with elastomeric or Dymeric sealant, but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.

   b. For joints sealed with non-elastomeric sealants and caulking compound (if any), fill joints to a depth in the range of 75% to 125% of joint width.

I. No face beads of sealant or caulking will be allowed.

J. Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces including rough textures such as exposed aggregate panels.

3.03 CURING AND PROTECTION

A. Cure sealants and caulking compounds in compliance with manufacturer's instructions.

B. The Installer shall advise the Contractor of procedures required for the curing and protection of sealants and caulking compounds during the construction period.

3.04 CLEAN UP

A. Remove excess and spillage of compounds promptly as the work progresses. Clean the adjoining surfaces.

B. Repair and correct defective work.

END OF SECTION

SECTION 08 80 00
GLAZING REPLACEMENT

PART 1 GENERAL

1.01 INCLUDES

A. Exterior Glazing replacement
to match existing sizes/profiles

1.02 RELATED SECTIONS

A. Section 07 92 00 - Joint Sealers: Sealant and back-up material at perimeter of system/installation.

1.03 REFERENCES

A. ANSI Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Used in Buildings.

B. ASTM C804 - Use of Solvent-Release Type Sealants.

C. ASTM C864 - Dense Elastomeric Compression Seal Gaskets, Setting Blocks.

D. ASTM E84 - Surface Burning Characteristics of Building Materials.

E. ASTM E774 - Sealed Insulating Glass Units.

F. FGMA - Glazing Manual.

1.04 PERFORMANCE REQUIREMENTS

A. Provide glass materials for continuity of building enclosure vapor retarder/ air barrier:
   1. In conjunction with materials described in Section 07 90 00.
      a. To utilize the inner pane of multiple pane sealed units for the continuity of the air barrier and vapor retarder seal.
      b. To maintain a continuous air barrier and vapor retarder throughout the glazed assembly from glass pane to heel bead of glazing sealant.

B. Size glass to withstand dead loads and positive and negative live loads acting normal to plane of glass as calculated in accordance with IBC and FGMA code.

C. Limit glass deflection to 1/200 or flexure limit of glass with full recovery of glazing materials.

1.05 SUBMITTALS FOR REVIEW

A. Section 01 33 23 - Submittals: Procedures for submittals.

B. Product Data on Glass Types: Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements.

C. Product Data on Glazing Compounds: Provide functional, and environmental characteristics.

D. Comply with Division 1, Section 01 66 00.

E. Samples: Submit sample 12 x 12 inch in size, exampling glass coloration and design.

1.06 SUBMITTALS FOR INFORMATION

A. Section 01 33 00 - Submittals: Procedures for submittals.

B. Certificates: Certify that Products meet or exceed specified requirements.

1.07 QUALITY ASSURANCE

A. Perform Work in accordance with FGMA Glazing Manual and Sealant Manuals.

B. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience.

C. Provide a five (5) year warranty to include faulty tempering for tempered glass.

1.08 ENVIRONMENTAL REQUIREMENTS

A. Do not install glazing when ambient temperature is less than 50 degrees F. B. Maintain ambient temperature before, during and 24 hours after installation.

PART 2 PRODUCTS

2.01 GLASS MATERIALS

A. Laminated Glass
   a. PPG Industries; Azurlite, match existing thickness.
   b. Pilkington Libbey-Owens-Ford; EverGreen, match existing thickness

B. Low-E Insulating Glass
   a. Viracon Corp.; Solarscreen 2000 Low-E Insulating Glass, match existing thickness
   b. Ford Motor Co.; Visteon – Versalux Bronze & clear, match existing thickness

2.02 GLAZING ACCESSORIES

A. Setting Blocks: Silicone, 80 to 90 Shore A durometer hardness, length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.

B. Spacer Shims: Silicone, 50 to 60 Shore A durometer hardness, min. 3-inch-long x one half the height of glazing stop x thickness to suit application, self-adhesive on (1) face.

C. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device; 10 to 15 Shore A durometer hardness; coiled on release paper; black color.

D. Glazing Clips: Manufacturer's standard type.

E. Channels: As may be required for Curtainwall.

2.03 GLAZING SEALANT SCHEDULE

A. Low-Modulus Nonacid-Curing Silicone Glazing Sealant: Where glazing sealants are indicated, provide products complying with the following:
   1. Products: Provide one of the following:
      a) Dow Corning 795- Dow Corning Corp.
      b) Silglaze II 2800- General Electric Co.
      c) Spectrem 2- Tremco Inc.
   2. Type and Grade: S (single component) and NS (nonsag).
   3. Class: 25
   4. Additional Movement Capability: 100 Percent movement in extension and 50 percent movement in compression for a total of 100 percent movement
   5. Use Related to Exposure: NT (nontraffic)
   6. Uses Related to Glazing Substrates: M, G, A, and, as applicable to glazing substrates indicated, O.
      a) Use O Glazing Substrates: Coated glass, color anodic aluminum coated with a high-performance coating, galvanized steel, and wood.

2.04 SOURCE QUALITY CONTROL AND TESTS

A. Test samples in accordance with ANSI Z97.1, ASTM E773, ASTM E546, ASTM E576.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that openings for glazing are correctly sized and within tolerance.

B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

3.02 PREPARATION

A. Clean contact surfaces with solvent and wipe dry.

B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.

C. Prime surfaces scheduled to receive sealant.

D. Install sealant in accordance with manufacturer's instructions.

3.03 INSTALLATION

A. Apply glazing in accordance with framing system manufacturer’s recommendation.

3.04 CLEANING

A. Remove glazing materials from finish surfaces and labels after Work is complete.

B. Clean glass and adjacent surfaces; protect installed work.

END OF SECTION

SECTION 09 91 00

PAINTING

PART 1- GENERAL

1.01 WORK INCLUDED

A. Apply exterior water repellent to all exterior surfaces and masonry

B. Prepare all surfaces to receive specified finish. Clean and wash all surfaces with architectural biocides. Pressure washing will be allowed, contractor to take precautions as to not allow water infiltration into the building interior.

1.02 RELATED WORK

A. Section 07 92 00 Sealants and Caulking.

B. Priming or painting and finishing of certain surfaces may be specified to be factory-performed or installer-performed under pertinent other sections.

1.03 WORK NOT INCLUDED

A. Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require painting under Section 09 91 00 except as may be so specified.

B. Do not paint moving parts of operating units, mechanical or electrical parts such as valve operators, linkages, sensing devices and motor shafts.

C. Do not paint over required labels or equipment identification, performance rating, name or nomenclature plates.

1.04 DEFINITIONS

A. "Paint", as used herein, means coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers and other applied materials whether used as prime, intermediate or finish coats.

1.05 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Paint coordination:
   1. Provide finish coats which are compatible with the prime coats actually used.
   2. Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system for the various substrate.
   3. Upon request, furnish information on the characteristics of the specific finish materials to assure that compatible prime coats are used.
   4. Provide barrier coats over noncompatible primers, or remove the primer and reprime as required.
   5. Notify the Architect in writing of anticipated problems in using the specified coating systems over prime coatings supplied under other Sections.

1.06 SUBMITTALS

A. Comply with pertinent provisions of Section 01340.

B. Product data: Within 7 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
   1. Materials list of items proposed to be provided under this section.
   2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.

C. Samples
   1. Following the selection of colors and glosses by the Architect, submit samples for the Architect's review.

a. Provide three samples of each color and each gloss for each material on which the finish is specified to be applied.
b. Except as otherwise directed by the Architect, make samples approximately 8" x 10" in size.
c. If so directed by the Architect, submit samples during progress of the work in the form of actual application of the approved materials on actual surfaces to be painted.

2. Revise and resubmit each sample as requested until the required gloss, color and texture is achieved. Such samples, when approved, will become standards of color and finish for accepting or rejecting the work of this Section.
3. Do not commence finish painting until approved samples are on file at the job site.

1.08 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01 66 00.

1.09 JOB CONDITIONS

A. Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperature are below 50 degrees F, unless otherwise permitted by the manufacturer's printed instructions as approved by the Architect.

B. Weather conditions:
1. Do not apply paint in snow, rain, fog or mist, when the relative humidity exceeds 85% or to damp or wet surfaces, unless otherwise permitted by the manufacturer's printed instructions as approved by the Architect.
2. Applications may be continued during inclement weather only within the temperature limits specified by the paint manufacturer as being suitable for use during application and drying periods.

C. Do not paint in areas which are dirty or subject to dirt or dust being blown into the freshly applied material. Refuse to perform work and call Architect if satisfactory painting conditions are not provided by the General Contractor.

PART 2- PRODUCTS

2.01 PAINT MATERIALS

A. Acceptable materials:
1. The Painting Schedule in Part 3 of this Section is based, in general, on products of Coronado, Farrell-Calhoun, IC/Devoe, Martin Senour/P&L and Sherwin Williams.
2. Where products are proposed other than those specified by name and number in the Painting Schedule, provide under the product data submittal required by Article 1.06 of this Section a new painting schedule compiled in the same format used for the Painting Schedule included in this Section. This must be submitted prior to bid and approved by addendum.
3. No paint product used may contain lead in any form.

2.02 APPLICATION EQUIPMENT

A. For application of the approved paint, use only such equipment as is recommended for application of the particular paint by the manufacturer of the particular paint and as approved by the Architect.

B. Prior to use of application equipment, verify that the proposed equipment is actually compatible with the material to be applied, and that integrity of the finish will not be jeopardized by use of the proposed equipment.

2.03 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3- EXECUTION

3.01 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 MATERIALS PREPARATION

A. General:
   1. Mix and prepare paint materials in strict accordance with the manufacturer's recommendations as approved by the Architect.
   2. When materials are not in use, store in tightly covered containers.
   3. Maintain containers used in storage, mixing and application of paint in a clean condition, free from foreign materials and residue.

B. Stirring:
   1. Stir materials before application, producing a mixture of uniform density.
   2. Do not stir into the materials any film which may form on the surface, but remove the film and, if necessary, strain the material before using.

3.03 SURFACE PREPARATION

A. General:
   1. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's recommendations as approved by the Architect.
   2. Remove removable items which are in place and are not scheduled to receive paint finish; or provide surface applied protection prior to surface preparation and painting operations.
   3. Following completion of painting in each space or area, reinstall the removed items by using workmen who are skilled in the necessary trades.
   4. Clean each surface to be painted prior to applying paint of surface treatment.
   5. Remove oil and grease with clean cloths and cleaning solvent of low toxicity and flash point in excess of 200 degrees F, prior to start of mechanical cleaning.
   6. Schedule the cleaning and painting so that dust and other containments from the cleaning process will not fall onto wet newly painted surfaces.

B. Preparation of metal surfaces:
   1. Thoroughly clean surfaces until free from dirt, oil and grease.
   2. Wire brush, scrape, blast, mechanically abrade or otherwise remove all rust, scale and loose paint.
      a. Smooth finished surfaces exposed to view, using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce a uniformly smooth and unmarred surface.
      b. On galvanized surfaces, use solvent for the initial cleaning, and then treat the surface thoroughly with phosphoric acid etch. Remove etching solution completely before proceeding.
      c. Allow to dry thoroughly before application of rust inhibitor primer.

3.04 PAINT APPLICATION

A. General:
   1. Touch up shop-applied prime coats which have been damaged, and touch up bare areas prior to start of finish coats application.
   2. Slightly vary the color of succeeding coats.
      a. Do not apply additional coats until the completed coat has been inspected and approved.
      b. Only the inspected and approved coats of paint will be considered in determining the number of coats applied.

3. Sand and dust between coats to remove defects visible to the unaided eye from a distance of five feet.
4. On removable panels and hinged panels, paint the back sides and the exposed sides.

B. Drying:
1. Allow sufficient drying time between coats, modifying the period as recommended by the material manufacturer to suit adverse weather conditions.
2. Consider oil-base and oleo-resinous solvent-type paint as dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb and when the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

C. Brush applications:
1. Brush out and work the brush coats onto the surface in an even film.
2. Cloudiness, spotting, holidays, laps, brush marks, runs. sags, ropiness and other surface imperfection will not be acceptable.

D. Spray application:
1. Except as specifically otherwise approved by the Architect, confine spray application to metal framework and similar surfaces where hand brush work would be inferior.
2. Where spray application is used, apply each coat to provide the hiding equivalent of brush coats.
3. Do not double back with spray equipment to build up film thickness to two coats in one pass.
4. Coordinate exposed structure painting with acoustical spray contractor.

E. For completed work, match the approved samples as to texture, color and coverage. Remove, refinish or repaint work not in compliance with the specified requirements.

3.05 PAINTING SCHEDULE

A. All systems shall cure per manufacturer specification prior to recoat.

B. Provide the following paint finish systems:

PRIMER	1ST COAT	2ND COAT

C. On Ferrous Metal use: (Omit first coat on factory primed surfaces. Any bare or rusty existing steel must be treated with rust inhibitor as recommended by paint manufacturer unless otherwise noted. Any bare or rusty metal must be cleaned, prepared and spot primed.)

1. BENJAMIN MOORE:

BM 35-147	Tough Shield 1231	Tough Shield 1231
8.0 Mils Wet	4.0 Mils Wet	4.0 Mils Wet
3.0 Mils Dry	2.0 Mils Dry	2.0 Mils Dry

2. SHERWIN WILLIAMS:

Use RUST INHIBITOR: 04211868 - GEM RUST KILLER

B50 Series	B54 Series	B54 Series
Kem Kromik Universal	Industrial Urethane	Industrial Enamel Mtl Primer
8.0 Mils Wet	4.0 Mils Wet	4.0 Mils Wet
3.0 Mils Dry	2.0 Mils Dry	2.0 Mils Dry

3. GLIDDEN:

Ppg Devguard 4120	Ppg Speedhide 6-275	Ppg Speedhide 6-275
8.0 Mils Wet	4.0 Mils Wet	4.0 Mils Wet
3.0 Mils Dry	2.0 Mils Dry	2.0 Mils Dry

D. On Concrete Masonry, Block filler, use:(On porous masonry, apply one coat of block filler prior to primer coat of coating. Cure masonry 30 days prior to application of elastomeric coating)

1. SHERWIN WILLIAMS:
Pro Industrial
Heavy Duty Block Filler/B42W00150 White

E. Exterior Concrete Block finish coat: (Apply one coat of block filler prior to primer coat of paint. Cure masonry 30 days prior to application of block filler or paint. Apply 2nd coat within 24 hours of 1st coat.) Color to be selected by owner and architect.

1. SHERWIN WILLIAMS:

Heavy Duty	Conflex SherLastic	Conflex SherLastic
Block Filler	Elastomeric Coating	Elastomeric Coating
B42W00150	CF 16	CF 16

F. Handicap Symbols, use:

1. MARTIN SENOUR/P & L:

Traffic Paint	Traffic Paint
Full Strength	Full Strength
No thinner	No thinner

2. CORONADO:

Traffic Paint	Traffic Paint
Full Strength	Full Strength
No thinner	No thinner

3. SHERWIN WILLIAMS:

Traffic Paint	Traffic Paint
Full Strength	Full Strength
No thinner	No thinner

4. FARRELL-CALHOUN:

Traffic Paint	Traffic Paint
Full Strength	Full Strength
No thinner	No thinner

5. NOTE: Use traffic yellow on all markings except handicap. Handicap markings (lines, diagonal stripes, symbols) shall be handicap blue.

*** * NO PRODUCT MAY CONTAIN LEAD.**

END OF SECTION

SECTION 12 63 13
STADIUM BENCH SEATING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Provide design, labor, material, equipment, and supervision necessary to complete installation of stadium seating for new installation, re-installation of existing seating or renovation of existing facility.

1.02 RELATED REQUIREMENTS

A. Section 07 18 00 - Traffic Coatings: waterproofing and traffic coatings.

1.03 REFERENCE STANDARDS

A. ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.

B. AWS D1.2 – Structural Welding Code – Aluminum.

C. Aluminum Design Manual.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by all affected installers.

B. Sequencing: Ensure that utility connections are achieved in an orderly and expeditious manner.

C. SEAT NUMBERING Preinstallation Meeting: Conduct a seat numbering preinstallation meeting prior to the start of numbering of seats and secure approval from Architect and Owner for numbering sequence.

1.05 SUBMITTALS

A. Product Data: Provide manufacturer's descriptive product data for project.

B. Shop Drawings: Indicate location of brackets, aisles, row lengths, seat labeling and seat count.
   1. Provide Certificate that product has been manufactured to meet specified requirements.

C. Samples: Submit two complete, 24x10 inch in size, illustrating end caps, brackets, finish.

D. Designer's Qualification Statement.

E. Manufacturer's Qualification Statement.

F. Certificate: Certify that products of this section meet or exceed specified requirements.

G. Installer's Qualification Statement.

H. Erection Drawings: Indicate Attachment details and locations to existing concrete deck..

I. Project Record Documents: Record actual locations of supports, benches, seat numbers.

J. Warranty: Submit manufacturer warranty and ensure that forms have been completed in OWNER's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

A. Designer Qualifications: Perform design under direct supervision of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than 10 years of documented experience.

C. All systems to comply with the Aluminum Association Standards.

D. Installer Qualifications: Company specializing in performing the work of this section with minimum 5 years of experience.

E. Copies of Documents at Project Site: Maintain at the project site a copy of each referenced document that prescribes execution requirements, these includes approved shop drawings.

1.07 MOCK-UP

A. Provide a full length (8 seats minimum) for each different method of attachment to be used as dictated.

B. Locate as agreed upon on pre-installation meeting.

C. Mock-up may remain as part of the Work.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Store bleachers and accessories under cover and elevated above grade.

1.09 FIELD CONDITIONS

A. Existing Conditions: Bleacher installation will take place on an existing concrete deck. Where applicable, existing anchor bolts locations may be used at installer's discretion provided that it does not prevent from being a secure method of attachment. Use of existing anchor bolt locations will be at installer's discretion and shall not void any warranty or product performance.

1.10 WARRANTY

A. See Section 01 77 19 - Contract Close Out.

B. Provide five year manufacturer warranty for material and workmanship from the date of Substantial Completion.

PART 2 PRODUCTS

2.01 PRODUCTS

A. Existing Products: Existing seats to be removed and re-installed after traffic coating application.

2.02 MANUFACTURERS: Only use for damaged seats in need of replacement.

A. Sapa Extrusions; www.sapagroup.com

B. Southern Bleachers; www.southernbleachers.com

C. Aluminum Seating, INC; www.aluminumseating.com.

D. Sturdisteel Company; www.sturdysteel.com

E. Approved Equal.

2.03 ALUMINUM BENCH SEATS: Reuse existing hardware when applicable.

A. Brackets: Galvanized steel or extruded aluminum alloy 6061-T6.
   1. Tread Mounted: "Z" bracket. Height of bracket as required to fit existing conditions and provide an even, level seating plank.
   2. Riser Mounted: "T" and "L" brackets.
   3. Brackets shall provide a seat height of approximate 17" continuously above its respective tread.

B. Aluminum Extrusions:
   1. Seat Boards, Backrests, Stanchions, and Covers: Extruded aluminum alloy 6063-T6, clear anodized 204R1, AA-M10C22A31, Class II.
   2. 2x10 (Actual seat width shall not be less than 10 1/2") Flat Seat Plank, with seat height of 1 1/2" for all bleachers as shown on plans.
   3. 2x11 (Actual seat width shall not be less than 11 1/2") Contoured Seat Plank, with a seat height of 1 1/2" (back) and 1 3/4" Front for seating on the West Section as shown on plans.
   4. Seat Boards shall be fabricated to a design load of no less than 120 plf and a sway not to exceed 24 plf of seat parallel to seat run.
   5. Seat planks shall have factory manufactured "flat" strip (free of ridges or grooves) for seat number decals. Coordinate with Seat Numbering below.

C. Accessories: Reuse existing accessories when applicable.

1. End Caps: End of rows for seat and tread boards. Attach with 3/16 inch pop or drive rivets.
   a. Channel End Caps: Aluminum alloy 6063-T6, clear anodized 204R1, AA-M10C22A31, Class II. (Flat seat).
   b. Form Fitted End Caps: Aluminum alloy 2024, clear anodized 204R1, AA-M10C22A32, Class II. (Contoured seat).
2. Joint Sleeve Assembly: Pair of aluminum sleeves to insert in flat plank to maintain true alignment in joining together two plank pieces. Splice cover is unacceptable between two flat plank pieces joined in a straight line.
3. Hold-Down Clip Assembly: Attach board to bracket.
   a. Hold-Down Clip: 4-way adjustable, aluminum alloy 6005A-T6 mill finish, 5/16 inch by 1-1/4 inch carriage bolt, 5/16 inch flange nut.
4. Steel Bolts and Nuts: ASTM A307, galvanized or cadmium plated.
   a. Diameter: As designed by bleacher manufacturer engineers.
   b. Length: As designed by bleacher manufacturer engineers.
5. Bleacher Back Rest:
   a. 2x6 with height of 5 1/2".
   b. Stanchion profile, finish and attachment to match existing in West Section of stadium.
6. Seat Numbers:
   a. Numbers of seats must match EXISTING seats numbers. Numbering of the seats must match EXISTING seat numbering sequence as currently labeled on the stadium.
   b. All seats on a single run of seating shall be of equal width. Width of each seat shall be determined by the total run of seating bleacher divided by the number of required seats per run.
   c. Seat Numbers:
      1) Decals with black numbers/letters on aluminum field as recommended by bleacher manufacturer.
      2) Rows: Numerals or alphabetical letters.
      3) Seat Numbers: Numerals.
      4) Field: 1 1/4" x 1 7/8".

PART 3 EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Verify with other sections of these specifications that site is prepared and scheduled to receive work.

B. If preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 INSTALLATION

A. Install aluminum stadium seating in complete accordance with manufacturer's written instructions and approved shop drawings.

3.03 ADJUSTING

A. Inspect completed aluminum stadium seating and make necessary adjustments to ensure properly installed conditions.

3.04 CLEANING

A. A. Clean-up all debris caused by work of this section.

3.05 PROTECTION

A. Protect installed items from subsequent construction operations.

B. Do not permit traffic over installed items.

END OF SECTION

NORTH STADIUM BLEACHER AREA/
A.W. MUMFORD FIELDHOUSE WATERPROOFING/REPAIR

PROJECT NO.: 01-107-24-05;
F.01004765
P0084352

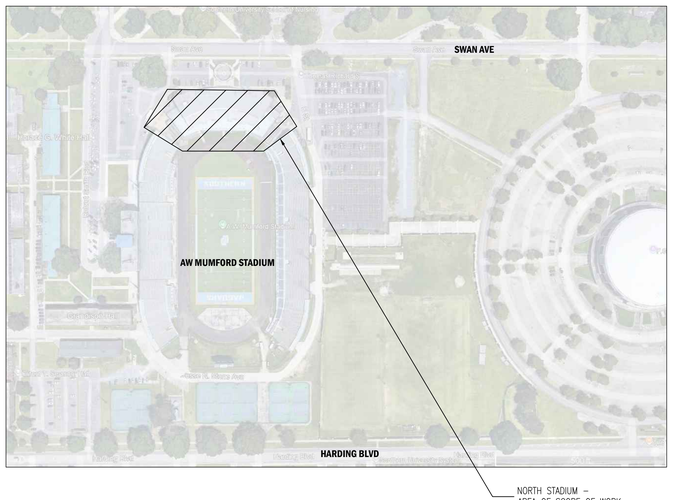
JEFF LANDRY
STATE OF LOUISIANA - GOVERNOR

TAYLOR F. BARRAS
DIVISION OF ADMINISTRATION - COMMISSIONER

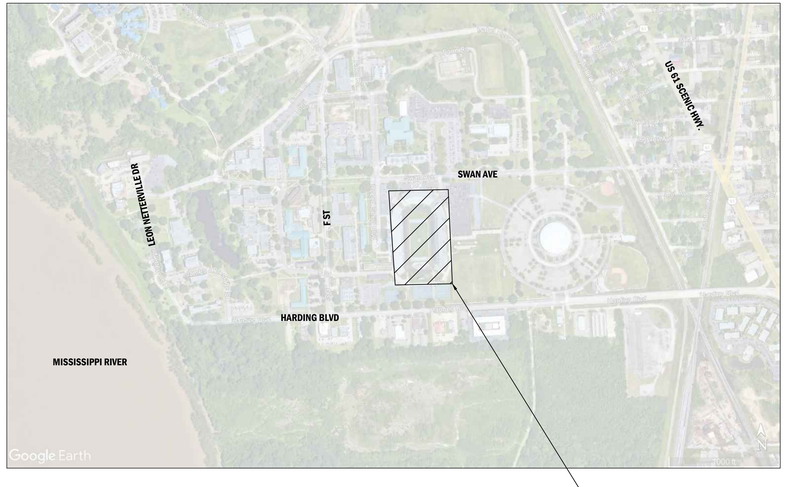
MATTHEW H. BAKER
FACILITY PLANNING & CONTROL - DIRECTOR

SOUTHERN UNIVERSITY
PRESIDENT AND CHANCELLOR: DR. ORLANDO F. MCMEANS

BIDDING DOCUMENTS



NORTH
SITE AERIAL
N.T.S.



NORTH
CAMPUS MAP
N.T.S.

PROJECT INFORMATION

PROJECT DESCRIPTION:

PROJECT SCOPE OF WORK INCLUDES:

NORTH STADIUM BLEACHER AREA CONCRETE REPAIRS AND REPLACEMENT, RAILING REPLACEMENT, EXPANSION JOINT REPLACEMENTS, GASKETS AND SEALANTS, INSTALL NEW PEDESTRIAN TRAFFIC COATING, AND REPAIR SELECT INTERIOR FINISHES DUE TO WATER INTRUSION.

REMOVAL AND SLAVAGE OF EXISTING BLEACHERS. REINSTALLATION OF BLEACHERS.

CONTACT INFORMATION:

ARCHITECT:

DIDIER ARCHITECTURE
17531 OLD JEFFERSON HWY, SUITE C
PRAIREVILLE, LA 70769
P: (225) 744-0008
CONTACT: DERRYL DIDIER, AIA, NCARB, CPP
MATTHEW LANDRY, AIA

OWNER:

SOUTHERN UNIVERSITY, BATON ROUGE CAMPUS
SYSTEM OFFICE OF FACILITIES PLANNING
JS CLARK ADMINISTRATION BUILDING, THIRD FLOOR
P: (225) 771-2786
CONTACT: KENNETH DAWSON

CODE INFORMATION:

APPLICABLE BUILDING CODES AND STANDARDS:

- 2021 INTERNATIONAL BUILDING CODE, AS AMENDED
- 2021 INTERNATIONAL EXISTING BUILDING CODE, AS AMENDED
- 2021 INTERNATIONAL MECHANICAL CODE, AS AMENDED
- 2021 INTERNATIONAL PLUMBING CODE, AS AMENDED
- 2020 NATIONAL ELECTRIC CODE, AS AMENDED
- 2010 AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES
- 2015 NFPA 101 LIFE SAFETY CODE

GENERAL NOTES:

A. ALL WORK SHALL COMPLY WITH THE MINIMUM CONSTRUCTION STANDARDS OF THE AMERICANS WITH DISABILITIES ACT, THE NFPA LIFE SAFETY CODE BUILDING CODE, THE NATIONAL ELECTRICAL, MECHANICAL AND PLUMBING CODES AND ALL STATE AND LOCAL CODES AND ORDINANCES. ALL WORK SHALL BE PERFORMED TO THE HIGHEST STANDARDS OF CRAFTSMANSHIP BY JOURNEYMEN OF THE APPROPRIATE TRADES AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION REQUIREMENTS.

B. THESE DOCUMENTS ARE INTENDED TO INCLUDE ALL OF THE NECESSARY INFORMATION REQUIRED TO COMPLETE THE WORK DESCRIBED HEREIN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BRING TO THE ATTENTION OF THE ARCHITECT ALL CONDITIONS WHICH WILL NOT PERMIT CONSTRUCTION ACCORDING TO THE INTENT OF THESE DOCUMENTS. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO PROVIDE DETAILS AND/OR DIRECTIONS REGARDING DESIGN INTENT WHERE EXISTING CONDITIONS PREVENT COMPLIANCE.

C. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW WHERE CALLED FOR ANYWHERE IN THESE DOCUMENTS. REVIEW SHALL BE MADE BY THE ARCHITECT BEFORE WORK BEGINS. SHOP DRAWING REVIEW AND APPROVAL DOES NOT SUPERCEDE THE DESIGN INTENT OUTLINED IN THE CONSTRUCTION DOCUMENTS UNLESS EXPRESSLY STATED.

D. THE BUILDING INSPECTOR SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO CONCEALMENT OF WORK WHEN INSPECTION IS REQUIRED BY THE INTERNATIONAL BUILDING CODE AND NFPA 101 LIFE SAFETY CODE OR ANY LOCAL CODE OR ORDINANCE.

E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND CARE OF ADJACENT AREAS DURING CONSTRUCTION: FOR COMPLIANCE WITH FEDERAL AND STATE O.S.H.A. REGULATIONS AND FOR THE PROTECTION OF ALL WORK UNTIL IT IS ACCEPTED BY THE OWNER.

F. ALL NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTED DIMENSIONS WITH "N.T.S." DENOTES NOT TO SCALE.

G. CONTRACTOR SHALL VERIFY AND COORDINATE ALL OPENINGS THROUGH FLOORS, CEILINGS AND WALLS WITH ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS.

H. ANY DISCREPANCY FOUND BY THE CONTRACTOR SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT.

I. FURNITURE NOT PART OF THIS CONTRACT UNLESS NOTED OTHERWISE.

J. IN AREAS WHERE DEMOLITION WORK IS REQUIRED, CONTRACTOR SHALL EXERCISE CARE TO PROTECT ALL ADJACENT IMPROVEMENTS AND ONCE RENOVATION WORK IS DONE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLETED WORK TO COORDINATE WITH NEW AND/OR EXISTING MATERIALS AND FINISHES AS REQUIRED.

INDEX OF DRAWINGS:

GENERAL:

G100 DRAWING INDEX VICINITY MAP AND PROJECT DESCRIPTION

ARCHITECTURAL, STRUCTURAL:

D100 OVERALL DEMOLITION PLAN
A100 OVERALL BLEACHERS PLAN AND WATERPROOFING DETAILS
A101 NORTH FIELDHOUSE SECTION, BLEACHER, AND RAILING DETAILS
A200 NORTH FIELDHOUSE EXTERIOR ELEVATIONS

LINETYPE CONVENTIONS:

- 1 HOUR FIRE PARTITION
- 2 HOUR FIRE PARTITION
- 3 HOUR FIRE PARTITION
- 4 HOUR FIRE PARTITION
- PROPERTY LINE
- BUILDING LINE
- PROPERTY SETBACKS
- SERVITUDES
- SIGHTLINE SETBACK
- NATURAL GAS
- ELECTRICAL OVERHEAD
- SANITARY SEWER
- STORM DRAIN
- CABLE VISION
- WATER
- FENCE (CHAINLINK)
- FENCE (WOOD)
- BUILDING MATCH

MATCH LINE

DRAWING SYMBOLS:

- EXTERIOR ELEVATION (1:A200)
- INTERIOR ELEVATION (1:A700)
- ENLARGED DETAIL (1:A140 SIM)
- WINDOW TAG (A)
- DOOR TAG (1)
- CONSTRUCTION NOTE (4.4)
- PARTITION TYPE/SECTION DETAIL (3A)
- SECTION (1 A500)
- EQUIPMENT TAG (PZ-44)
- CUT LINE
- ELEVATION MARK (10'-0" A.F.F.)
- EXISTING DOOR
- NEW DOOR
- COLUMN LINE AND IDENTIFICATION (A)
- ROOM TAG (HALLWAY 1)
- SPOT ELEVATION (×3.37)
- EXISTING SPOT ELEVATION (+3.37)
- COLUMN TAG (1)

MATERIAL HATCHES:

- EXISTING GRADE
- COMPACTED FILL
- SAND
- CONCRETE– PLAN/SECTION
- STEEL
- BRICK– SECTION
- CONCRETE BLOCK– SECTION
- CAST STONE– SECTION, ELEVATION
- MORTAR/GROUT– SECTION, ELEVATION
- STUCCO– SECTION
- STUCCO– ELEVATION
- NEW PLASTER IN ELEVATION
- LIMESTONE SUB-BASE
- OSB BOARD
- PLYWOOD
- SPRAY–IN INSULATION
- BATT INSULATION
- GYPSUM BOARD– SECTION
- GYPSUM BOARD– ELEVATION
- NEOPRENE/SEALANTS
- CEMENTITIOUS BACKER BOARD– SECTION
- TILE– SECTION
- CARPET– PLAN, ELEVATION
- WOOD– ELEVATION
- GLAZING– ELEVATION
- RIGID INSULATION

THE CONTRACTOR SHALL VERIFY ALL SCALES AND DIMENSIONS

DATE NOVEMBER 23, 2026
REVISIONS

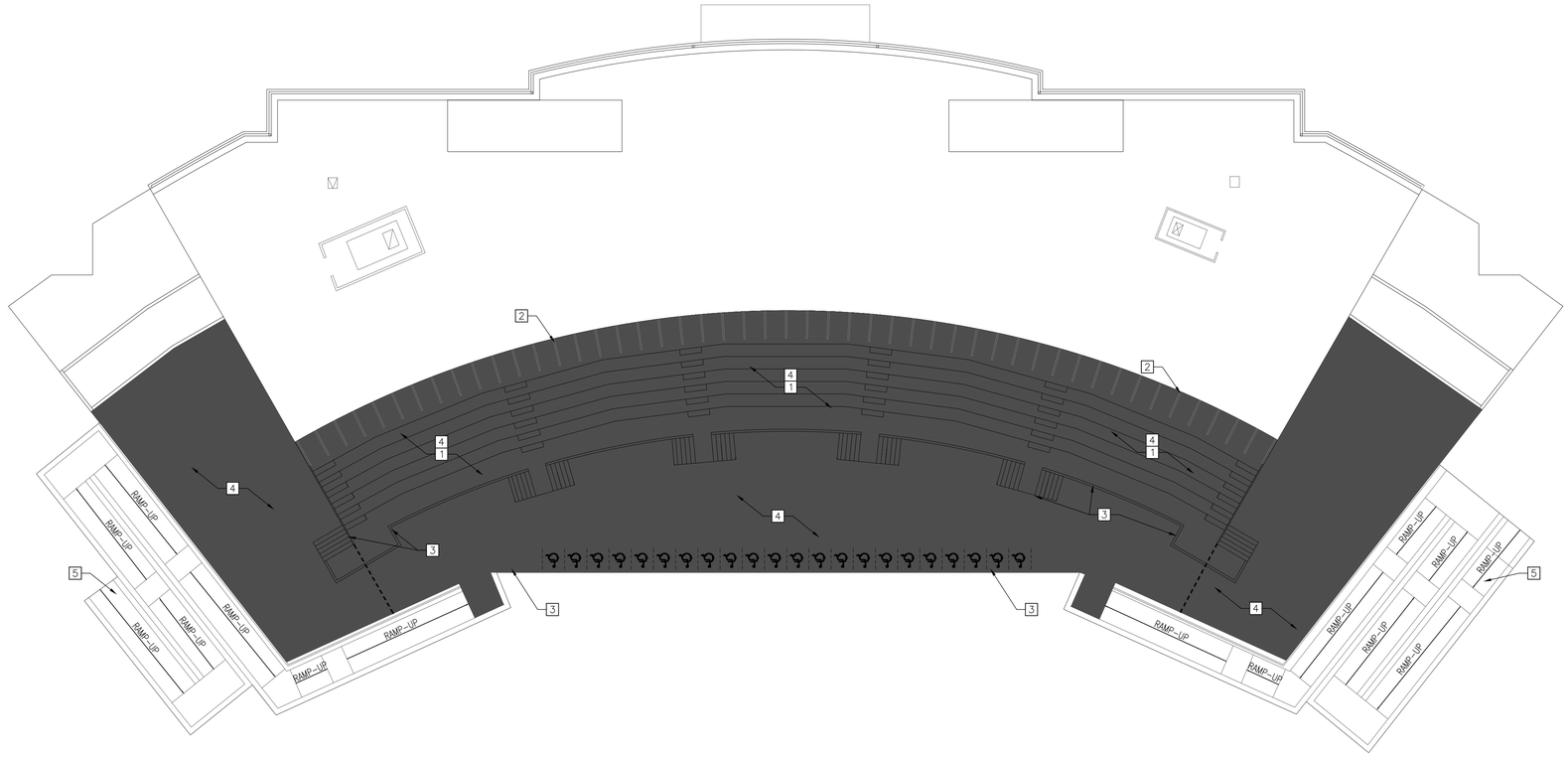
DIDIER ARCHITECTURE
Derryl Didier, Architect & Associates, LLC
17531 Old Jefferson Hwy, Suite C Prairieville, Louisiana 70769 www.didierarchitecture.com

11.23.2026

NORTH STADIUM BLEACHER AREA/ AW MUMFORD FIELDHOUSE
WATERPROOFING AND REPAIR
SOUTHERN UNIVERSITY, BATON ROUGE, LA
STATE PROJECT: 01-107-24-05; F.01004765; P0084352

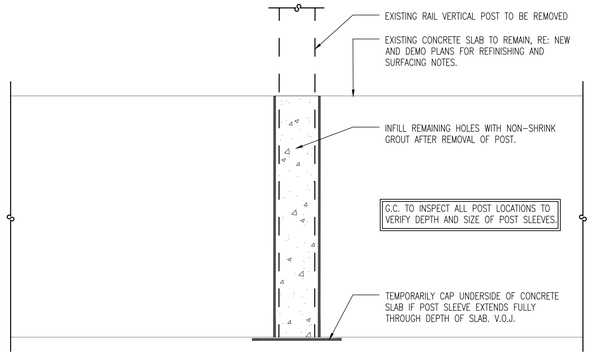
JOB NUMBER 26-106
SET NUMBER

SHEET G100



NORTH

1 OVERALL DEMOLITION PLAN
1/16" = 1'-0"



3 VERTICAL RAIL POST REMOVAL AND PATCH DETAIL
3"=1'-0"

DEMOLITION PLAN NOTES:

1. REMOVE ALL EXISTING BLEACHERS, SUPPORTS, AND ANCHOR BOLTS IN NORTH END ZONE SEATING AREA. COORDINATE WITH OWNER FOR FIRST RIGHT OF SALVAGE. CONTRACTOR WILL BE RESPONSIBLE FOR DISPOSAL/SALVAGE OF BLEACHERS AS PER OWNER REQUIREMENTS. REMOVE, LABEL, & SALVAGE SEATS AND BLEACHERS. CONTRACTOR WILL BE RESPONSIBLE FOR STORING ALL MATERIAL DURING DURATION OF CONSTRUCTION AND RE-INSTALLING.
2. EXISTING SHADE STRUCTURES TO REMAIN.
3. EXISTING RAILING SYSTEM, SUPPORTS, ANCHOR BOLTS, TO BE REMOVED. RE: DETAIL 3:D100 FOR VERTICAL POST REMOVAL AND PATCH DETAIL.
4. REMOVE EXISTING TRAFFIC COATING ON WALKABLE SURFACES, RISERS, TREADS, ETC. PREP FOR NEW TRAFFIC COATING.
5. EXISTING RAMP SURFACES, AND ASSOCIATED RAILINGS TO REMAIN. N.I.C.

DEMOLITION PLAN LEGEND:

AREA OF SCOPE OF WORK. DOCUMENT AND LABEL EXISTING BLEACHERS. STORE REMOVED BLEACHERS FOR REINSTALLATION. REMOVE EXISTING TRAFFIC COATING AS NOTED. CLEAN AND PREPARE ALL SURFACES FOR NEW WORK.

2 DEMOLITION PLAN NOTES
N.T.S.

THE CONTRACTOR SHALL VERIFY ALL SCALES AND DIMENSIONS

DATE NOVEMBER 23, 2026
REVISIONS

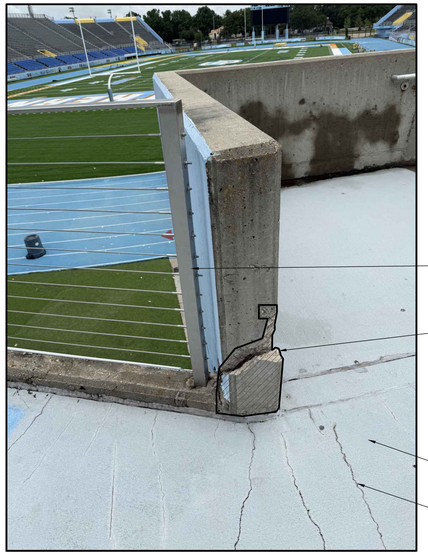
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11.23.2026

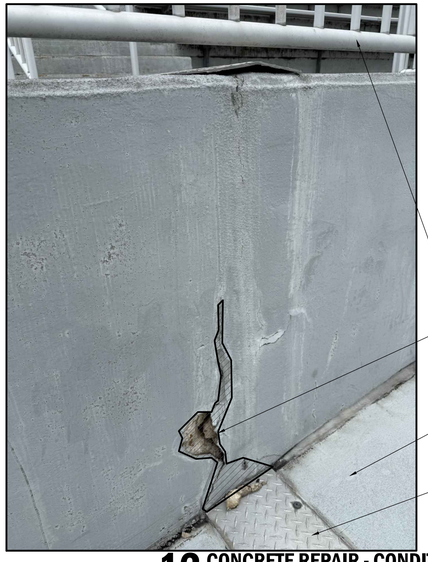
NORTH STADIUM BLEACHER AREA/ AW MUMFORD FIELDHOUSE
WATERPROOFING AND REPAIR
SOUTHERN UNIVERSITY, BATON ROUGE, LA
STATE PROJECT: 01-107-24-05; F.01004765; PO084352

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SET NUMBER

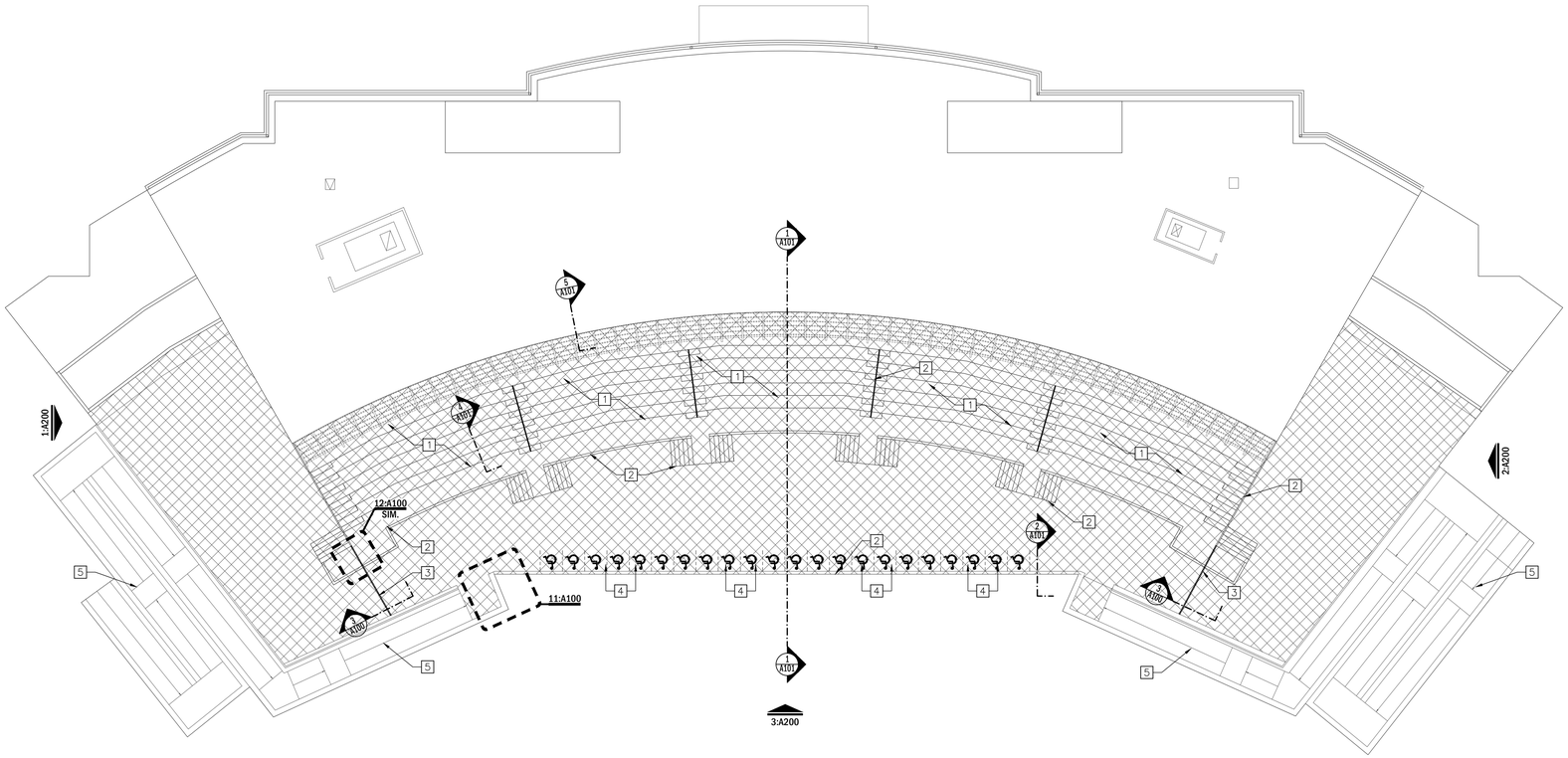
SHEET
D100



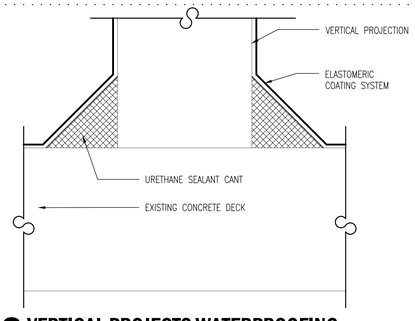
11 CONCRETE REPAIR - CONDITION 1
N.T.S.



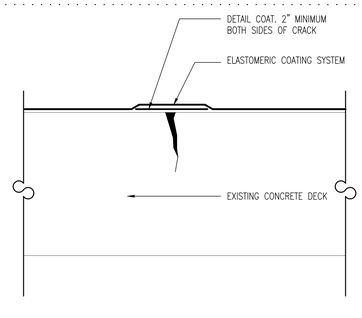
12 CONCRETE REPAIR - CONDITION 2
N.T.S.



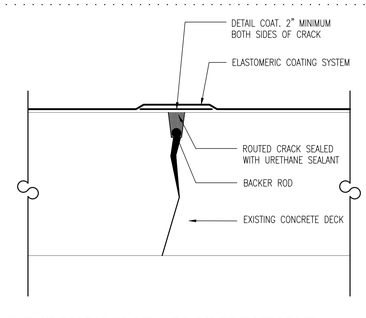
NORTH **1 OVERALL BLEACHER PLAN**
1/16" = 1'-0"



8 VERTICAL PROJECTS WATERPROOFING
3"=1'-0"



6 1/16" OR LESS CRACK TREATMENT
3"=1'-0"



4 THROUGH SLAB CRACK TREATMENT
3"=1'-0"

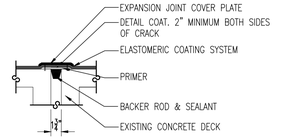
BLEACHER PLAN NOTES:

1. REINSTALL SALVAGED BLEACHERS IN THIS AREA AFTER NEW WATERPROOFING IS COMPLETE. INSTALL NEW RAILINGS AND DRAIN CAPS THIS AREA PER DETAILS.
2. NEW RAILING AS DETAILED.
3. NEW EXPANSION JOINT WITH ALUMINUM COVER PLATE AS DETAILED, HORIZONTAL AND VERTICAL
4. REINSTALL SALVAGED H.C. SEATING CHAIRS IN THIS AREA AFTER NEW WATERPROOFING IN COMPLETE.
5. NOT IN CONTRACT

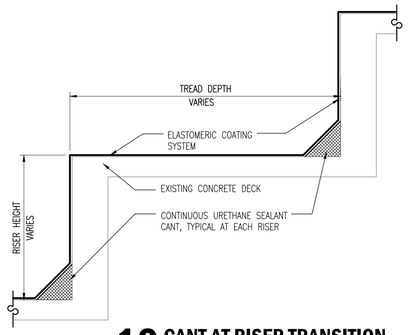
BLEACHER PLAN LEGEND:

PREPARE EXISTING SURFACES TO RECEIVE NEW SEALANTS AND TRAFFIC COATING, WATER PROOF SURFACES, REINSTALL SALVAGED BLEACHERS, INSTALL NEW RAILINGS AND DRAIN CAPS THIS AREA. REPAINT ALL MARKINGS INCLUDING ADA SYMBOLS AND OTHER IDENTIFYING MARKERS. RE: DETAILS FOR NEW RAILING ATTACHMENT AND CONCRETE REPAIRS.

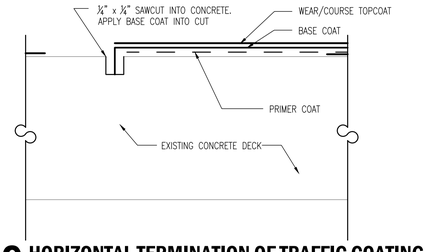
2 BLEACHER PLAN NOTES
N.T.S.



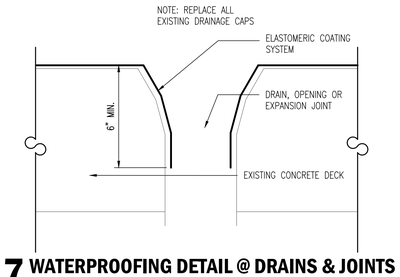
3 EXPANSION JOINT DETAIL
1"=1'-0"



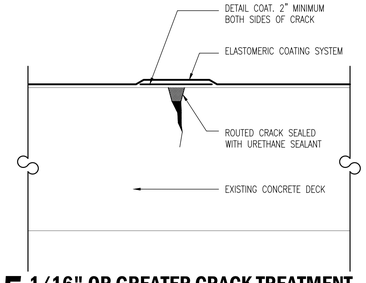
10 CANT AT RISER TRANSITION
1-1/2"=1'-0"



9 HORIZONTAL TERMINATION OF TRAFFIC COATING
3"=1'-0"



7 WATERPROOFING DETAIL @ DRAINS & JOINTS
3"=1'-0"



5 1/16" OR GREATER CRACK TREATMENT
3"=1'-0"

THE CONTRACTOR SHALL VERIFY ALL SCALES AND DIMENSIONS

DATE NOVEMBER 23, 2026
REVISIONS

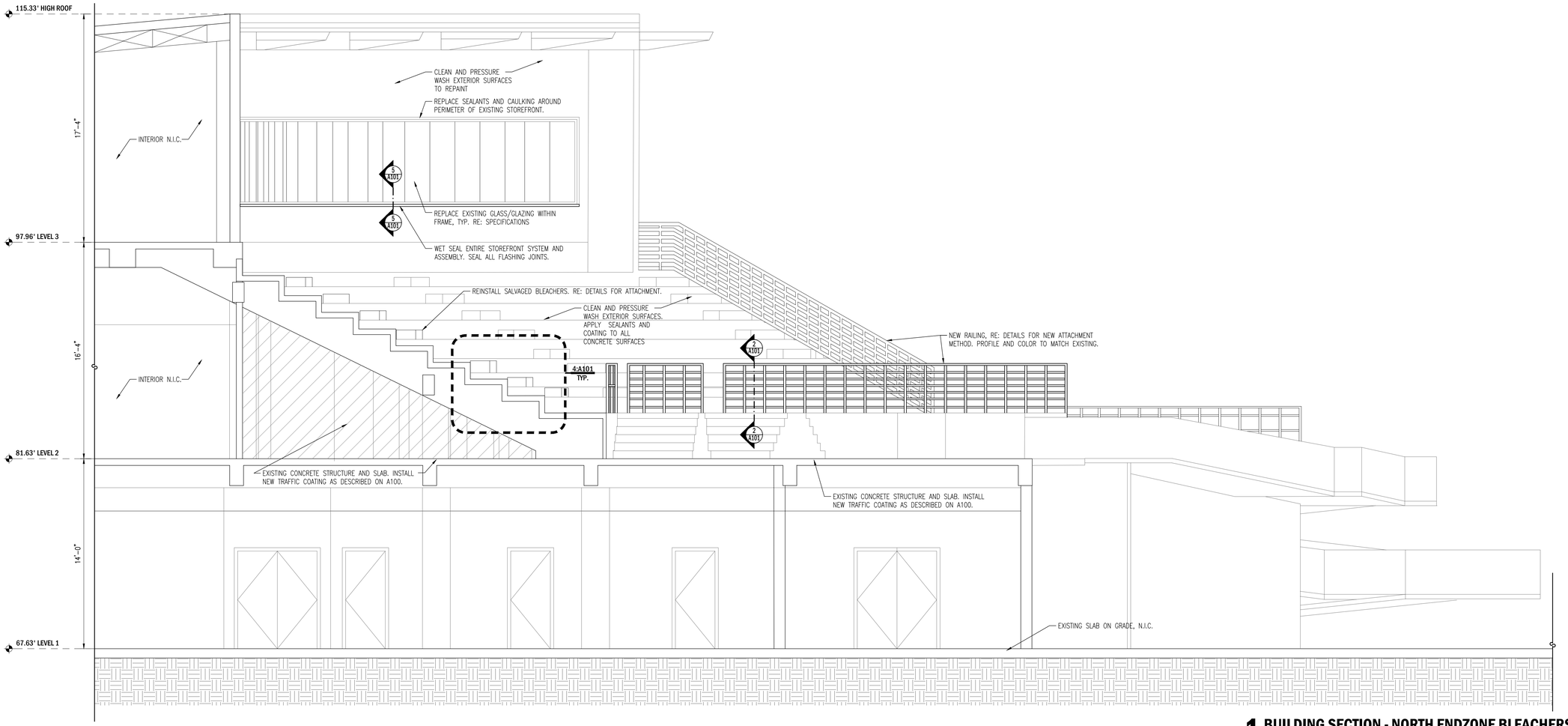
DIDIER ARCHITECTURE
Derryl Didier, Architect & Associates, LLC
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11.23.2026

NORTH STADIUM BLEACHER AREA/ AW MUMFORD FIELDHOUSE
WATERPROOFING AND REPAIR
SOUTHERN UNIVERSITY, BATON ROUGE, LA
STATE PROJECT: 01-107-24-05; F.01004765; PO084352

JOB NUMBER 26-106
SET NUMBER

SHEET A100



1 BUILDING SECTION - NORTH ENDZONE BLEACHERS
1/4" = 1'-0"

5 STOREFRONT REMEDIATION DETAIL
1-1/2"=1'-0"

4 BLEACHER REINSTALLATION DETAIL
1"=1'-0"

3 BASEPLATE DETAIL
N.T.S.

2 GUARDRAIL DETAIL
1-1/2" = 1'-0"

THE CONTRACTOR SHALL VERIFY ALL SCALES AND DIMENSIONS

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REVISIONS

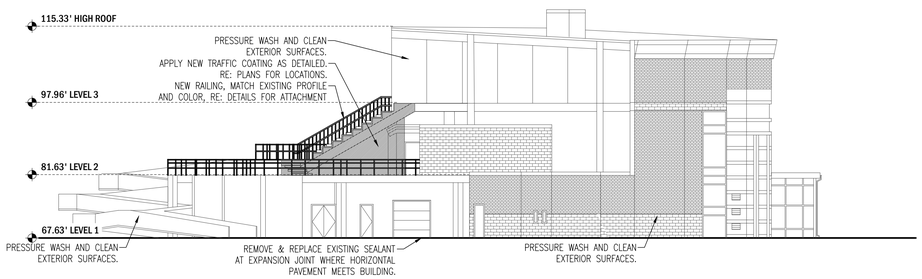
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DERRYL T. DIDIER — REGISTERED ARCHITECT — STATE OF LOUISIANA
11.23.2026

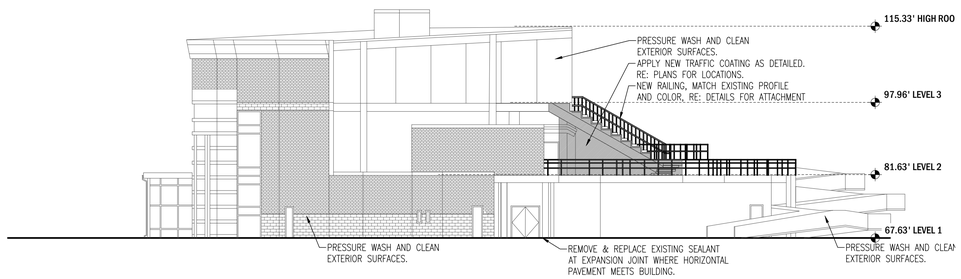
NORTH STADIUM BLEACHER AREA/ AW MUMFORD FIELDHOUSE
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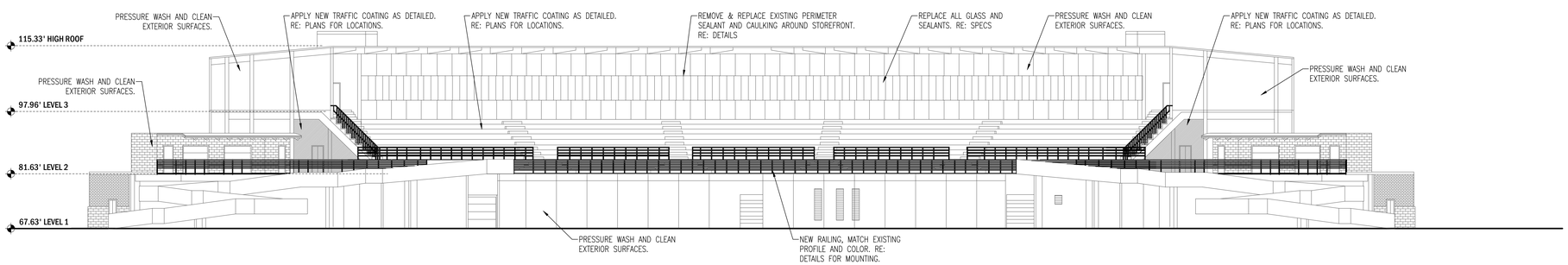
SHEET A101



2 EAST ELEVATION OF NORTH FIELDHOUSE
1/16" = 1'-0"



1 WEST ELEVATION OF NORTH FIELDHOUSE
1/16" = 1'-0"



3 SOUTH ELEVATION OF NORTH FIELDHOUSE
1/16" = 1'-0"

THE CONTRACTOR SHALL VERIFY ALL SCALES AND DIMENSIONS

DATE NOVEMBER 23, 2026
REVISIONS

DIDIER ARCHITECTURE
Derryl Didier, Architect & Associates, LLC
17531 Old Jefferson Hwy, Suite C Prairieville, Louisiana 70769 www.didierarchitecture.com

DERRYL T. DIDIER — 23026 — REGISTERED ARCHITECT — STATE OF LOUISIANA

11.23.2026

NORTH STADIUM BLEACHER AREA/ AW MUMFORD FIELDHOUSE
WATERPROOFING AND REPAIR
SOUTHERN UNIVERSITY, BATON ROUGE, LA
STATE PROJECT: 01-107-24-05; F.01004765; PO084352

JOB NUMBER 26-106
SET NUMBER

SHEET A200