



CONTRACT DOCUMENTS  
AND  
TECHNICAL SPECIFICATIONS  
FOR  
**CITY OF KENNER  
FOOD BANK GENERATOR ADDITION  
317 OXLEY ST.  
KENNER, LA 70062**

MAYOR  
*Michael J. Glaser*

COUNCIL

*Kristi Katsanis McKinney, Councilwoman at Large Division A  
Thomas P. Willmott, Councilman at Large Division B  
Dee B. Dunn, Councilwoman District 1  
Ronald R. Scharwath, Councilman District 2  
Joseph F. LaHatte, III, Councilman District 3  
George L. Branigan, Councilman District 4  
Brian Brennan, Councilman District 5*

CHIEF OF POLICE  
*Keith Conley*



**PARISH ENGINEERING  
1450 SEABORD DRIVE  
BATON ROUGE, LA 70810  
225.332.0222**



SEALED BID 26-6932

## **TABLE OF CONTENTS**

TABLE OF CONTENTS.....2 page2

INVITATION TO BID .....1 page

INSTRUCTIONS TO BIDDERS.....4 pages

### **SECTION I. BIDDING DOCUMENTS (REQUIRED OF ALL BIDDERS)**

BID FORM .....3 pages

BID BOND .....2 pages

CORPORATE RESOLUTION (SAMPLE) .....1 page

### **SECTION II. DOCUMENTS REQUIRED OF SUCCESSFUL BIDDER**

AGREEMENT .....3 pages

PERFORMANCE BOND .....2 pages

LABOR AND MATERIALS (PAYMENT BOND) .....2 pages

NON-COLLUSION AFFIDAVIT .....1 page

AFFIDAVIT-EMPLOYMENT STATUS VERIFICATIONS .....1 page

ATTESTATION CLAUSE OF PAST CRIMINAL CONVICTIONS .....1 page

### **SECTION III. CONTRACT CONDITIONS**

AIA A-201 2017 GENERAL CONDITIONS OF THE CONTRACT  
FOR CONSTRUCTION .....40 pages

SUPPLEMENTARY CONDITIONS .....24 pages

### **SECTION IV. SPECIFICATIONS**

#### **DIVISION 01 – GENERAL SPECIFICATIONS**

01010 – SUMMARY OF WORK.....4 pages

01011 – INSURANCE.....2 pages

01252 – WEATHER DELAYS .....3 pages

01260 – CONTRACT MODIFICATION PROCEDURES .....3 pages

01290 – PAYMENT PROCEDURES .....4 pages

01310 – PROJECT MANAGEMENT AND COORDINATION .....7 pages

01310A – REQUEST FOR INFORMATION .....1 page

01320 – CONSTRUCTION PROGRESS DOCUMENTATION .....10 pages

01330 – SUBMITTAL PROCEDURES .....9 pages

01330A – SUBMITTAL TRANSMITTAL .....1 page

01400 – QUALITY REQUIREMENTS .....7 pages

01500 – TEMPORARY FACILITIES AND CONTROLS .....6 pages

01580 – JOB SIGN .....2 pages

01600 – PROJECT REQUIREMENTS.....	6 pages
01635 – SUBSTITUTION PROCEDURES .....	5 pages
01635A – CONTRACTOR / SUPPLIER SUBSTITUTION REQUEST FORM ....	2 pages
01730 – EXECUTION.....	7 pages
01741 – CONSTRUCTION WASTE MANAGEMENT .....	1 page
01770 – CLOSEOUT PROCEDURES.....	6 pages
01782 – OPERATION AND MAINTENANCE DATA .....	8 pages
01783 – PROJECT RECORD DOCUMENTS.....	4 pages

DIVISION 02 – EXISTING CONDITIONS

02366 – WOOD PILES (CLASS B).....	3 pages
-----------------------------------	---------

DIVISION 03 – CONCRETE

03100 – CONCRETE FORMWORK .....	4 pages
03110 – STRUCTURAL CAST-IN PLACE CONCRETE FORMWORK .....	4 pages
03200 – CONCRETE REINFORCEMENT .....	3 pages
03300E – PORTLAND CEMENT CONCRETE PAVEMENT.....	2 pages

DIVISION 05 – METALS

05501 – MISCELLANEOUS METAL .....	6 pages
-----------------------------------	---------

INVITATION TO BID

Sealed Bid No. 26-6932

The City of Kenner (also referenced as “Kenner” and “Owner”) will receive sealed bids for:

**CITY OF KENNER  
FOOD BANK GENERATOR ADDITION  
317 OXLEY ST.  
KENNER, LA 70062**

The proposed work (“Work”) includes:

*This project consists of installation for owner provided generator and ATS on a new elevated platform as per plans. It also includes all necessary conduit and wire from new equipment to existing service entrance. Contractor will be responsible for unloading and coordination for commissioning and testing for all owner provided equipment.*

Sealed bids will be received until 9:45am, Thursday, February 12, 2026, by the City of Kenner in the Finance Department located at:

1610 Reverend Richard Wilson Drive  
Building D  
Kenner, Louisiana 70062

All interested parties are invited to attend the Bid Opening on the same day at 10:00 a.m. in the City of Kenner, Building D Auditorium, 1610 Rev. Richard Wilson Drive, Kenner, Louisiana, at which time the bids will be publicly read.

There will be a pre-bid meeting on Monday, January 26, 2026 at 10:00am at City of Kenner Building D Auditorium, 1610 Rev. Richard Wilson Drive, Kenner, LA 70062. All interested bidders are encourage to attend.

All bids must be in accordance with the Contract Documents (which include, but are not limited to, all documents, sections, terms, provisions, and any requirements provided for in this bid) on file with **Parish Engineering, 1450 Seabord Drive, Baton Rouge, LA, 70810**, the Design Consulting Professionals (also referenced as “Design Professional”) for this project.

Copies of Contract Documents for review or for use in preparing bids may be obtained from **Parish Engineering, 1450 Seabord Drive, Baton Rouge, LA, 70810** upon deposit of **\$150.00** for each set of documents.

Bidders may also obtain copies of Contract Documents for review and may also submit bids electronically by visiting [www.centralauctionhouse.com](http://www.centralauctionhouse.com).

**CITY OF KENNER**  
/s/Elizabeth Herring  
Chief Financial Officer

Advertisement:  
The Advocate  
January 14, 2026, January 21, 2026, January 28, 2026

## **INSTRUCTIONS TO BIDDERS - LIST OF SUBJECTS**

- B-1 CROSS REFERENCE TO PRIMARY STATEMENTS
- B-2 QUALIFICATION OF BIDDERS
- B-3 FAMILIARIZATION WITH THE WORK
- B-4 QUESTIONS
- B-5 TAXES AND PERMITS
- B-6 BID SECURITY
- B-7 RETURN OF BID SECURITY
- B-8 CONTRACT TIME
- B-9 SUBCONTRACTORS AND SUPPLIERS
- B-10 BID FORMS
- B-11 ADDENDUM
- B-12 CORRECTIONS
- B-13 BID PRICING
- B-14 SUBMISSION OF BIDS
- B-15 LOUISIANA LICENSE REQUIREMENTS
- B-16 WITHDRAWAL OF BIDS
- B-17 EVALUATION OF BIDS
- B-18 AWARD OF CONTRACT
- B-19 EXECUTION OF AGREEMENT
- B-20 FILING FEES
- B-21 COPIES OF CONTRACT DOCUMENTS
- B-22 LOCAL MATERIALS AND FIRMS

**B-1 CROSS REFERENCE TO PRIMARY STATEMENTS.** Definitions, requirements, and limitations affecting the bidding are contained in the various documents included with this bid and are not necessarily repeated in these instructions. All Bidders are responsible for the information in the Bid and Contract Documents including, but not limited to, the Agreement, Supplementary Conditions, General Condition, Technical Specification, and all Drawings.

**B-2 QUALIFICATIONS OF BIDDERS.** Bidders may be required to submit evidence that they have a practical knowledge of the particular Work bid upon, and that they have the financial resources to complete the proposed Work. In determining the Bidder's qualifications, the following factors will be considered: work previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the Work properly and expeditiously, (c) has the financial resources to meet all obligations incidental to the Work, and (d) has appropriate technical experience. Each Bidder may be required to show that former work has been handled and that no just claims are pending against such work. No Bid will be accepted from a Bidder who is engaged in any work, which would impair the Bidder's ability to perform or financially manage this Work.

**B-3 FAMILIARIZATION WITH THE WORK.** Each prospective Bidder shall become familiar with the Work, the site where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. The Bidder shall carefully correlate its observations with requirements of the Contract Documents and otherwise become satisfied with the expense and difficulties attending performance of the Work. There will be no subsequent financial adjustment for lack of such familiarization. The execution of a contract after award will constitute a representation of compliance by the successful Bidder (also referenced as "Contractor").

**B-4 QUESTIONS.** All questions about the meaning or intent of the Contract Documents shall be submitted to Design Professional in writing. Design Professional will reply by Addenda to all parties recorded as having received the bidding documents. Addenda will be issued at least three (3) days (excluding weekends and holidays) prior to the time stated for Bid Opening. Questions received less than ten (10) working days prior to the date for Bid Opening will not be answered. Only answers furnished by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**B-5 TAXES AND PERMITS.** Attention is directed to the requirements of the General and Supplementary Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against Owner or Contractor in connection with the Work shall be paid by the Contractor. The bid prices shall include all such taxes and the costs of all required permits.

**B-6 BID SECURITY.** Bidder must submit a Bid Security in the form of bid bond, cashier's check, or certified check in the amount of 5% of the contract price in favor of the City of Kenner. If submitting Bid electronically, a bid bond is the only acceptable form of bid security. The Bid Security shall be forfeited to the Owner if the Bid is accepted and the Bidder should fail to enter into an Agreement.

**B-7 RETURN OF BID SECURITY.** The bid security of the successful Bidder will be retained until execution of the Agreement and furnishing of the required contract security (*see SC-2 and SC-3 for reference*). The bid security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until an Agreement is executed. Bid security by other Bidders will be returned within seven (7) days of the Bid Opening.

B-8 CONTRACT TIME. The Contract Time is an essential part of the contract, and it will be necessary for each Bidder to satisfy Owner of its ability to complete the Work within the time set forth in the Contract Documents. Provisions for delays, liquidated damages, and extensions of time are set forth in the Agreement, Supplementary Conditions, and General Conditions.

B-9 SUBCONTRACTORS AND SUPPLIERS. Upon the request of the Owner, the apparent low Bidder and any other Bidder shall submit a list of all subcontractors and major suppliers expected to be used in the Work.

B-10 BID FORM. In accordance with LA R.S. 38:2212 and Louisiana Administrative Code 34:III.307, bid submission shall conform to those requirements as stipulated on the Louisiana Uniform Public Work Bid Form, a copy of which is provided in this solicitation. Bid forms must be completed in ink. Bidder shall provide a corporate resolution or written evidence of the authority of the person signing the bid for the Work as prescribed by LA R.S. 38:2212(B)(5).

B-11 ADDENDA. The Bidder must acknowledge all Addenda on the Louisiana Uniform Public Work Bid.

B-12 CORRECTIONS. Bids may not be corrected or altered by erasure, strikethrough, or any other means unless each correction is initialed by the Bidder.

B-13 BID PRICING. The Bidder shall complete the Bid Form including the base bid, alternates, and, when applicable, unit price form. The total Bid will be determined by the total base bid plus any alternates the Owner selects.

B-14 SUBMISSION OF BIDS. Bids shall be enclosed in a sealed opaque envelope or wrapping and identified on the outside with the Bidder's name, Louisiana Contractor's license number, and the name of the project or bid number. 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. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

B-15 LOUISIANA LICENSE REQUIREMENTS. Bidder will obtain licensing in accordance with LA R.S. 37:2150 – 2173 prior to submitting a bid. Bidder will display it's license number on the bid envelope. In the case of an electronic bid proposal, Bidder may submit an authentic digital signature on the electronic bid proposal accompanied by the contractor's license number. If the bid does not display the contractor's license number on the bid envelope, the bid shall be automatically rejected, returned to the bidder marked "Rejected", and not be read aloud.

B-16 WITHDRAWAL OF BIDS. Bidder cannot withdraw bid, except under limited circumstances of LA R.S. 38:2214. Bids containing patently obvious mechanical, clerical, or mathematical errors may be withdrawn by the Bidder if clear and convincing sworn, written evidence is furnished to the Owner within 48 hours of the Bid Opening, excluding Saturdays, Sundays, and legal holidays. Under no circumstances may a Bidder be allowed to raise any prices as contained in the initial Bid.

B-17 EVALUATION OF BIDS. The acceptance and rejection of bids will be in accordance with the Louisiana Public Bid Law, LA R.S. 38:2212. Owner shall consider compliance with the prescribed requirements, the qualifications of the Bidders, and price to determine the lowest responsive and responsible Bidder for award.

B-18 AWARD OF CONTRACT. In accordance with LA R.S. 38:2215, Owner shall award a contract within forty-five calendar days of Bid Opening to the lowest responsible and responsive bidder or they must reject all bids. However, Owner and the lowest responsible and responsive bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty calendar days. Owner reserves the right to waive informalities and to reject nonconforming, non-responsive, or conditional Bids.

B-19 EXECUTION OF THE AGREEMENT. If the lowest responsible and responsive bidder has timely provided all documents required by LA R.S. 38:2212 and this Solicitation, and no injunction or temporary restraining order is in effect, the lowest responsible and responsive bidder and the Owner shall execute the contract not later than sixty calendar days after the award of the contract.

B-20 FILING FEES. When required by law to be recorded, Contractor shall be responsible for filing one complete copy of the executed Contract Documents with the Recorder of Mortgages in Jefferson Parish and for paying all associated fees. Contractor shall promptly furnish recordation information to Owner. No payment shall be made until this requirement is fulfilled.

B-21 COPIES OF CONTRACT DOCUMENTS. Copies of the drawings and specifications for use in preparing Bids may be obtained from the Design Professional in accordance with the Invitation to Bid. Deposits will be refunded in accordance with LA R.S. 38:2212, provided the documents do not contain any permanent markings and can be reused for Contract Documents.

B-22 LOCAL MATERIALS AND FIRMS. By statutory authority, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the State (LA R.S. 38:2252).

END OF INSTRUCTIONS TO BIDDERS

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** City of Kenner  
Finance Department  
1610 Rev. Richard Wilson Drive  
Kenner, LA 70062  
*(Owner to provide name and address of owner)*

**BID FOR:** City of Kenner – Food Bank  
Generator Addition  
317 Oxley Street, Kenner, LA 70062  
Bid No. 2-6932  
*(Owner to provide name of project & other identifying information)*

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by **Parish Engineering** and dated: January 12, 2026.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LOUISIANA UNIFORM PUBLIC WORK BID FORM  
UNIT PRICE FORM**

**TO:** City of Kenner  
Finance Department  
1610 Rev. Richard Wilson Drive  
Kenner, LA 70065

**BID FOR:** City of Kenner – Food Bank  
Generator Addition  
317 Oxley St., Kenner, LA 70062  
Bid No. 26-6932

(Owner to provide name and address of owner) (Owner to provide name of project and other identifying information)

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

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

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

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

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

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

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )

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

**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.**

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

**TO:** \_\_\_\_\_  
 City of Kenner  
 Finance Department  
 1610 Rev. Richard Wilson Drive  
 Kenner, LA 70065

**BID FOR:** \_\_\_\_\_  
 City of Kenner – Food Bank Generator Addition  
 317 Oxley St  
 Kenner, LA 70062  
 Bid No. 26-6932

(Owner to provide name and address of owner)

(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	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

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the City of Kenner, State of Louisiana, acting herein by and through the City Council, the governing authority for said City, hereinafter called the "OWNER", in the penal sum of:

DOLLARS (\$) \_\_\_\_\_ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated \_\_\_\_\_, \_\_\_\_\_, for CITY OF KENNER FOOD BANK GENERATOR.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified herein after the opening of the same or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefor or, if no period be specified, within twelve (12) days after the prescribed forms are presented to him for signature, enter into a written Contract with the OWNER in accordance with the Bid as accepted, and give bond with good sufficient surety and sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the OWNER the difference between the amount specified in said bid and the amount for which the OWNER may procure the required work or supplies, or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

---

(Individual Principal)

---

(Business Address, including Zip Code)

---

(Partnership)

---

(Seal)

ATTEST:

BY: \_\_\_\_\_

---

(Corporate Principal)

(Business Address, including Zip Code)

ATTEST:

---

(Corporate Surety)

(Business Address, including Zip Code)

BY: \_\_\_\_\_

**AFFIX CORPORATE SEAL**

Countersigned:

BY: \_\_\_\_\_  
Attorney-in-Fact\*

State of: \_\_\_\_\_

\*Power-of-Attorney for person signing for surety company must be attached to bond.

SAMPLE CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

---

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_, DULY NOTICED  
AND HELD ON \_\_\_\_\_, A QUORUM BEING THERE PRESENT, ON  
MOTION DULY MADE AND SECONDED, IT WAS RESOLVED THAT  
\_\_\_\_\_, BE AND IS HEREBY APPOINTED, CONSTITUTED AND  
DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH  
FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL  
NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE CITY OF  
KENNER OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS,  
INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS,  
DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO  
RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED  
PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-  
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE  
AND CORRECT COPY OF AN EXCERPT OF THE  
MINUTES OF THE ABOVE DATED MEETING OF THE  
BOARD OF DIRECTORS OF SAID CORPORATION,  
AND THE SAME HAS NOT BEEN REVOKED OR  
RESCINDED.

---

SECRETARY

---

DATE

## AGREEMENT

THIS AGREEMENT, between the City of Kenner, Jefferson Parish, Louisiana, acting through its Mayor, (Owner) and \_\_\_\_\_ (Contractor):

NOW, THEREFORE, in consideration of the compensation to be paid to Contractor and of the mutual agreements herein contained, the parties to these presents have agreed as follows:

ARTICLE I. Owner, in accordance to with Kenner Ordinance No. \_\_\_\_\_ grants Contractor an Agreement to perform the Work under Kenner Sealed Bid No. 26-6932, CITY OF KENNER FOOD BANK GENERATOR ADDITION according to the General Conditions, any Supplementary Conditions, the Drawings, and Specifications.

ARTICLE II. The Contractor shall perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor for the Work included in and covered by Owner's official award of this contract to Contractor, such award being based on the acceptance by Owner of Contractor's Bid.

ARTICLE III. That owner shall pay to Contractor for performance of the Work embraced in this contract, and Contractor shall accept as full compensation therefore, the sum (subject to adjustment as provided in the Contract Documents) of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for all Work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the Contract Documents.

ARTICLE IV. That Contractor shall complete all Work within **45 calendar days**, after the commencement of Contract Time (as defined in General Conditions).

ARTICLE V. Time is an essential condition of the contract. Should Contractor fail to perform the Work within the Contract Time stipulated herein, Contractor shall pay to Owner, as liquidated damages and not as a penalty, 0.1% of the contract amount including change orders per calendar day of default, or **\$500.00 per day**, whichever is greater, unless the Contract Time is extended by Owner.

After Design Professional or Engineer and Owner conduct a Final Inspection of the Work, a Punch List of outstanding items to be completed, if any, will be issued to the contractor. Contractor shall have thirty (30) calendar days to complete any outstanding items of Work remaining to be completed or corrected as detailed as a result of the Final inspection. If upon expiration of said thirty (30) calendar days the outstanding items of Work have not been completed, liquidated damages in the amount of 0.1% of the contract amount including change orders per day will be reinstated for every day in which the outstanding items of Work have not been completed.

ARTICLE VI. Pursuant to LSA-R.S. 38:2248 (Public Contract Law), Owner shall retain the following percentages of each progress payment until payment is due under the terms and conditions governing substantial completion or final payment.

CONTRACT AMOUNT	RETAINAGE
\$0-\$499,999.99	10%
\$500,000 or greater	5%

ARTICLE VII. In order to induce Owner to enter into this Agreement and to the extent of their applicability to the work, Contractor makes the following representations,

1. Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress of performance of the Work.
2. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by Design Professional in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
3. Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 2 as he deems necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
4. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
5. Contractor has given Design Professional written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Design Professional is acceptable to Contractor.

All notices, letters, and other communication directed to Owner shall be delivered or addressed and mailed, postage prepaid to:

City of Kenner  
Public Works  
1610 Reverend Richard Wilson Drive  
Building D  
Kenner, Louisiana 70062

The business address of Contractor given in the Bid Form and Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communication to Contractor will be mailed or delivered. Contractor may change his address at any time by written notification to Owner.

**ARTICLE VIII.** In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it 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. Further, Contractor agrees that it 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.

\*\*\*Applicable to all contracts in the amount of \$100,000 or more entered into or renewed on or after August 1, 2024, and if Contractor employs at least 50 full-time employees. This shall not apply if Contractor is a sole-source provider or sole bidder that meets the criteria under this Section.

**ARTICLE IX.** That the Contract Documents which comprise the contract between Owner and Contractor, attached hereto and made a part of the documents listed in Table of Contents, and the additional documents identified below.

- Addenda numbers: \_\_\_\_\_
- Information submitted by Contractor prior to the Award of Contract by Owner
- Documents related to the Award of Contract by Owner
- Contract Documents required of Contractor prior to execution of this Agreement
  - Certificate of Insurance in accordance with the Supplementary Conditions of the Bid
  - A Performance Bond in accordance with the Supplementary Conditions of the Bid
  - A Payment Bond in accordance with the Supplementary Conditions of the Bid
  - A Non-Collusion Affidavit in accordance with La R.S. 38:2224 (Template provided in the Bid)
  - Employment Status Verification Affidavit in accordance with La. R.S. 38:2212.10 (Template provided in the Bid)
  - Past Criminal Convictions Affidavit in accordance with La. R.S. 38:2227 (Template provided in the Bid)
- Notice to Proceed.
- Any Modifications (as defined in General Conditions) duly delivered after execution of this Agreement.
- The Contract Drawings consist of 6 sheets. Sheet titles are listed on sheet 1 of the Drawings. In addition, each sheet bears the following general title: CITY OF KENNER FOOD BANK GENERATOR ADDITION
- Any Notice of Partial Utilization.
- Notices of Final Completion and Acceptance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first hereinabove written.

[Signature blocks will be added to the Agreement when executed electronically]

## FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

(Name of Contractor)

a

, hereinafter called Principal, and

, hereinafter called the "Surety", are

(Name of Surety)

held and firmly bound unto the City of Kenner, Louisiana, hereinafter called "Owner", in the

penal sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a copy of which is hereto attached and made apart hereof for the construction of:

### CITY OF KENNER FOOD BANK GENERATOR ADDITION

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default in connection with the construction of such work, and all insurance premiums on said work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**WITNESSES:**

By: \_\_\_\_\_  
(Principal)

---

---

Title: \_\_\_\_\_

---

---

(Surety)

By: \_\_\_\_\_  
(Attorney-in-fact)

---

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

## LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

, a \_\_\_\_\_  
(Name of Contractor - see Note 1) \_\_\_\_\_  
(Entity - see Note 2)

\_\_\_\_\_  
(Address of Contractor)  
hereinafter called Principal, and:

\_\_\_\_\_  
(Name of Surety - see Note 3)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Kenner, State of Louisiana, acting herein by and through the Kenner City Council, the Governing Authority for said City, hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

### CITY OF KENNER FOOD BANK GENERATOR ADDITION

NOW, THEREFORE, if the Principal shall promptly pay all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in        counterparts, each one of which shall be deemed an original, this the        day of       ,       .

WITNESSES:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
BY: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
BY: \_\_\_\_\_  
(Attorney-in-fact)

NOTE: Date of Bond must not be prior to date of Contract.

1. Correct name of Contractor
2. A Corporation, A partnership, or an Individual
3. Correct Name of Surety

## NON-COLLUSION AFFIDAVIT

### STATE OF LOUISIANA PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,

---

*Name*

who after being by me duly sworn and deposed said that he is the fully authorized

*Title* \_\_\_\_\_ of \_\_\_\_\_ *Name of Bidder*

the party who submitted a bid for the City of Kenner on \_\_\_\_\_ and said affiant further said:

(1) The bidder 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 bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder, and

(2) That no part of the contract price received by bidder 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 bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.

(3) Said bid is genuine and the bidder has not colluded, conspired, or agreed, directly or indirectly, with any other bidder to offer a sham or collusive bid.

(4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.

(5) Said bid is not intended to secure an unfair advantage of benefit from the Parish of Jefferson or in favor of any person interested in the proposed contract.

(6) All statements contained in said bid are true and correct.

(7) Neither affiant nor any member of his company has divulged information regarding said bid or any data relative thereto any other person, firm, or corporation.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
(Authorized Signature)

NOTARY PUBLIC

## **Employment Status Verification Affidavit**

### **STATE OF LOUISIANA PARISH OF JEFFERSON**

BEFORE ME, the undersigned authority, personally came and appeared,  
\_\_\_\_\_, who after being duly sworn, deposed and said that he/she is  
the fully authorized \_\_\_\_\_ of \_\_\_\_\_  
(hereinafter referred to as bidder), the party who submitted a bid for \_\_\_\_\_,  
Bid Number \_\_\_\_\_ and said bidder further said:

- (1) That bidder is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) That bidder 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.
- (3) That bidder shall require all subcontractors to submit to the bidder a sworn affidavit verifying compliance with statements (1) and (2).

---

\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.  
  

---

NOTARY PUBLIC

## NAME OF PROJECT

## PROJECT NUMBER

**DATE OF BID**

**ATTESTATION CLAUSE REQUIRED BY**  
**LA. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)**

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

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. Name 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) (c) Extortion (R.S. 14:66)  
(b) Corrupt influencing (R.S. 14:120) (d) Money Laundering (R.S. 14:23)

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 provision of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67) (f) Bank fraud (R.S. 14:71.1)  
(b) Identity Theft (R. S. 14:67.16) (g) Forgery (R. S. 14:72)  
(c) Theft of a business record (h) Contractors; misapplication of  
 (R. S. 14:67.20) payments (R.S. 14:202)  
(d) False accounting (R.S. 14:70) (i) Malfeasance in office (R. S. 14:134)  
(e) Issuing worthless checks  
 (R. S. 14:71)

**NAME OF BIDDER**

**NAME OF AUTHORIZED SIGNATORY OF BIDDER**

DATE

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

**SIGNATURE OF AUTHORIZED**



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

### **for the following PROJECT:**

*(Name and location or address)*

City of Kenner – Food Bank Generator Addition  
317 Oxley Street  
Kenner, LA 70062  
Bid No. 26-6932

### **THE OWNER:**

*(Name, legal status and address)*

City of Kenner – Finance Department  
1610 Reverend Richard Wilson Drive, Building D  
Kenner, LA 70062

### **THE ARCHITECT:**

*(Name, legal status and address)*

Parish Engineering  
1450 Seabord Drive  
Baton Rouge, LA 70810

### **TABLE OF ARTICLES**

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

### **ADDITIONS AND DELETIONS:**

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

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

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

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:03:54 ET on 01/12/2026 under Order No.500024582 which expires on 01/12/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [docinfo@aiacontracts.com](mailto:docinfo@aiacontracts.com).

User Notes:

2

(1885952628)

## INDEX

(Topics and numbers in bold are Section headings.)

### **Acceptance of Nonconforming Work**

9.6.6, 9.9.3, **12.3**  
Acceptance of Work  
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

### **Access to Work**

**3.16**, 6.2.1, 12.1

Accident Prevention  
10

### Acts and Omissions

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

### Addenda

1.1.1

Additional Costs, Claims for  
3.7.4, 3.7.5, 10.3.2, 15.1.5

### **Additional Inspections and Testing**

9.4.2, 9.8.3, 12.2.1, **13.4**

### **Additional Time, Claims for**

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

### **Administration of the Contract**

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### **Allowances**

**3.8**

### **Applications for Payment**

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

### Approvals

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

### **Arbitration**

8.3.1, 15.3.2, **15.4**

### **ARCHITECT**

**4**

Architect, Definition of

**4.1.1**

Architect, Extent of Authority

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

Architect, Limitations of Authority and Responsibility

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

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

### Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

### Architect's Copyright

1.1.7, 1.5

### Architect's Decisions

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

### Architect's Inspections

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

### Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

### Architect's Interpretations

4.2.11, 4.2.12

### Architect's Project Representative

4.2.10

### Architect's Relationship with Contractor

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

### Architect's Relationship with Subcontractors

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

### Architect's Representations

9.4.2, 9.5.1, 9.10.1

### Architect's Site Visits

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

### Asbestos

10.3.1

### Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

### Award of Separate Contracts

6.1.1, 6.1.2

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

**5.2**

### **Basic Definitions**

**1.1**

### Bidding Requirements

1.1.1

### Binding Dispute Resolution

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

### Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### **Bonds, Performance, and Payment**

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

### **Building Information Models Use and Reliance**

**1.8**

### Building Permit

3.7.1

### Capitalization

**1.3**

### Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

<b>Certificates for Payment</b>	Concealed or Unknown Conditions
4.2.1, 4.2.5, 4.2.9, 9.3.3, <b>9.4</b> , 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4	3.7.4, 4.2.8, 8.3.1, 10.3
<b>Certificates of Inspection, Testing or Approval</b>	Conditions of the Contract
13.4.4	1.1.1, 6.1.1, 6.1.4
<b>Certificates of Insurance</b>	Consent, Written
9.10.2	3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
<b>Change Orders</b>	<b>Consolidation or Joinder</b>
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, <b>7.2</b> , 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2	<b>15.4.4</b>
<b>Change Orders, Definition of</b>	<b>CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS</b>
<b>7.2.1</b>	1.1.4, 6
<b>CHANGES IN THE WORK</b>	<b>Construction Change Directive, Definition of</b>
2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5	<b>7.3.1</b>
<b>Claims, Definition of</b>	<b>Construction Change Directives</b>
<b>15.1.1</b>	1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, <b>7.3</b> , 9.3.1.1
<b>Claims, Notice of</b>	<b>Construction Schedules, Contractor's</b>
1.6.2, 15.1.3	3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
<b>CLAIMS AND DISPUTES</b>	<b>Contingent Assignment of Subcontracts</b>
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, <b>15</b> , 15.4	5.4, 14.2.2.2
<b>Claims and Timely Assertion of Claims</b>	<b>Continuing Contract Performance</b>
15.4.1	<b>15.1.4</b>
<b>Claims for Additional Cost</b>	<b>Contract, Definition of</b>
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, <b>15.1.5</b>	<b>1.1.2</b>
<b>Claims for Additional Time</b>	<b>CONTRACT, TERMINATION OR SUSPENSION OF THE</b>
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, <b>15.1.6</b>	5.4.1.1, 5.4.2, 11.5, <b>14</b>
<b>Concealed or Unknown Conditions, Claims for</b>	<b>Contract Administration</b>
<b>3.7.4</b>	3.1.3, 4, 9.4, 9.5
<b>Claims for Damages</b>	<b>Contract Award and Execution, Conditions Relating to</b>
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7	3.7.1, 3.10, 5.2, 6.1
<b>Claims Subject to Arbitration</b>	<b>Contract Documents, Copies Furnished and Use of</b>
15.4.1	1.5.2, 2.3.6, 5.3
<b>Cleaning Up</b>	<b>Contract Documents, Definition of</b>
<b>3.15</b> , 6.3	<b>1.1.1</b>
<b>Commencement of the Work, Conditions Relating to</b>	<b>Contract Sum</b>
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, <b>15.1.5</b>	2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, <b>9.1</b> , 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, <b>15.1.5</b> , <b>15.2.5</b>
<b>Commencement of the Work, Definition of</b>	<b>Contract Sum, Definition of</b>
<b>8.1.2</b>	<b>9.1</b>
<b>Communications</b>	<b>Contract Time</b>
<b>3.9.1, 4.2.4</b>	1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
<b>COMPLETION, PAYMENTS AND</b>	<b>Contract Time, Definition of</b>
<b>9</b>	<b>8.1.1</b>
<b>Completion, Substantial</b>	<b>CONTRACTOR</b>
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2	<b>3</b>
<b>Compliance with Laws</b>	<b>Contractor, Definition of</b>
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3	<b>3.1, 6.1.2</b>
	<b>Contractor's Construction and Submittal Schedules</b>
	<b>3.10</b> , 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees	Damage to Construction of Owner or Separate Contractors
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1	3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
<b>Contractor's Liability Insurance</b>	Damage to the Work
<b>11.1</b>	3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Contractor's Relationship with Separate Contractors and Owner's Forces	Damages, Claims for
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4	3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Contractor's Relationship with Subcontractors	Damages for Delay
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4	6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Contractor's Relationship with the Architect	<b>Date of Commencement of the Work</b> , Definition of
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1	<b>8.1.2</b>
Contractor's Representations	<b>Date of Substantial Completion</b> , Definition of
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2	<b>8.1.3</b>
Contractor's Responsibility for Those Performing the Work	<b>Day</b> , Definition of
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8	<b>8.1.4</b>
Contractor's Review of Contract Documents	Decisions of the Architect
3.2	3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Contractor's Right to Stop the Work	<b>Decisions to Withhold Certification</b>
2.2.2, 9.7	9.4.1, 9.5, 9.7, 14.1.1.3
Contractor's Right to Terminate the Contract	Defective or Nonconforming Work, Acceptance, Rejection and Correction of
14.1	2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Contractor's Submittals	Definitions
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3	1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Contractor's Superintendent	<b>Delays and Extensions of Time</b>
3.9, 10.2.6	3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Contractor's Supervision and Construction Procedures	<b>Digital Data Use and Transmission</b>
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4	<b>1.7</b>
Coordination and Correlation	Disputes
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1	6.3, 7.3.9, 15.1, 15.2
Copies Furnished of Drawings and Specifications	<b>Documents and Samples at the Site</b>
1.5, 2.3.6, 3.11	<b>3.11</b>
Copyrights	<b>Drawings</b> , Definition of
1.5, 3.17	<b>1.1.5</b>
Correction of Work	Drawings and Specifications, Use and Ownership of
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1	3.11
<b>Correlation and Intent of the Contract Documents</b>	Effective Date of Insurance
<b>1.2</b>	8.2.2
<b>Cost</b> , Definition of	<b>Emergencies</b>
<b>7.3.4</b>	10.4, 14.1.1.2, 15.1.5
Costs	Employees, Contractor's
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14	3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
<b>Cutting and Patching</b>	Equipment, Labor, or Materials
<b>3.14</b> , 6.2.5	1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
	Execution and Progress of the Work
	1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time	Insurance, Stored Materials
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, <b>15.2.5</b>	9.3.2
<b>Failure of Payment</b>	<b>INSURANCE AND BONDS</b>
9.5.1.3, <b>9.7</b> , 9.10.2, 13.5, 14.1.1.3, 14.2.1.2	<b>11</b>
Faulty Work	Insurance Companies, Consent to Partial Occupancy
(See Defective or Nonconforming Work)	9.9.1
<b>Final Completion and Final Payment</b>	Insured loss, Adjustment and Settlement of
4.2.1, 4.2.9, 9.8.2, <b>9.10</b> , 12.3, 14.2.4, 14.4.3	11.5
Financial Arrangements, Owner's	Intent of the Contract Documents
2.2.1, 13.2.2, 14.1.1.4	1.2.1, 4.2.7, 4.2.12, 4.2.13
<b>GENERAL PROVISIONS</b>	<b>Interest</b>
<b>1</b>	<b>13.5</b>
<b>Governing Law</b>	<b>Interpretation</b>
<b>13.1</b>	1.1.8, 1.2.3, <b>1.4</b> , 4.1.1, 5.1, 6.1.2, 15.1.1
Guarantees (See Warranty)	Interpretations, Written
<b>Hazardous Materials and Substances</b>	4.2.11, 4.2.12
10.2.4, <b>10.3</b>	Judgment on Final Award
Identification of Subcontractors and Suppliers	15.4.2
5.2.1	<b>Labor and Materials, Equipment</b>
<b>Indemnification</b>	1.1.3, 1.1.6, <b>3.4</b> , 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
3.17, <b>3.18</b> , 9.6.8, 9.10.2, 10.3.3, 11.3	Labor Disputes
<b>Information and Services Required of the Owner</b>	8.3.1
2.1.2, <b>2.2</b> , 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4	Laws and Regulations
<b>Initial Decision</b>	1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
<b>15.2</b>	Liens
<b>Initial Decision Maker, Definition of</b>	2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
1.1.8	Limitations, Statutes of
Initial Decision Maker, Decisions	12.2.5, 15.1.2, 15.4.1.1
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5	Limitations of Liability
Initial Decision Maker, Extent of Authority	3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5	Limitations of Time
<b>Injury or Damage to Person or Property</b>	2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
<b>10.2.8</b> , 10.4	<b>Materials, Hazardous</b>
Inspections	10.2.4, <b>10.3</b>
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4	Materials, Labor, Equipment and
Instructions to Bidders	1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
1.1.1	Means, Methods, Techniques, Sequences and
Instructions to the Contractor	Procedures of Construction
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2	3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
<b>Instruments of Service, Definition of</b>	Mechanic's Lien
<b>1.1.7</b>	2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Insurance	<b>Mediation</b>
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, <b>11</b>	8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, <b>15.3</b> , 15.4.1, 15.4.1.1
Insurance, Notice of Cancellation or Expiration	<b>Minor Changes in the Work</b>
11.1.4, 11.2.3	1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, <b>7.4</b>
<b>Insurance, Contractor's Liability</b>	
<b>11.1</b>	
Insurance, Effective Date of	
8.2.2, 14.4.2	
<b>Insurance, Owner's Liability</b>	
<b>11.2</b>	
<b>Insurance, Property</b>	
<b>10.2.5</b> , 11.2, 11.4, 11.5	

## MISCELLANEOUS PROVISIONS

<b>13</b>	<b>Owner's Right to Clean Up</b>
<b>Modifications, Definition of</b>	<b>6.3</b>
<b>1.1.1</b>	<b>Owner's Right to Perform Construction and to Award Separate Contracts</b>
<b>Modifications to the Contract</b>	<b>6.1</b>
<b>1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2</b>	<b>Owner's Right to Stop the Work</b>
<b>Mutual Responsibility</b>	<b>2.4</b>
<b>6.2</b>	<b>Owner's Right to Suspend the Work</b>
<b>Nonconforming Work, Acceptance of</b>	<b>14.3</b>
<b>9.6.6, 9.9.3, 12.3</b>	<b>Owner's Right to Terminate the Contract</b>
<b>Nonconforming Work, Rejection and Correction of</b>	<b>14.2, 14.4</b>
<b>2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2</b>	<b>Ownership and Use of Drawings, Specifications and Other Instruments of Service</b>
<b>Notice</b>	<b>1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3</b>
<b>1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1</b>	<b>Partial Occupancy or Use</b>
<b>Notice of Cancellation or Expiration of Insurance</b>	<b>9.6.6, 9.9</b>
<b>11.1.4, 11.2.3</b>	<b>Patching, Cutting and</b>
<b>Notice of Claims</b>	<b>3.14, 6.2.5</b>
<b>1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1</b>	<b>Patents</b>
<b>Notice of Testing and Inspections</b>	<b>3.17</b>
<b>13.4.1, 13.4.2</b>	<b>Payment, Applications for</b>
<b>Observations, Contractor's</b>	<b>4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3</b>
<b>3.2, 3.7.4</b>	<b>Payment, Certificates for</b>
<b>Occupancy</b>	<b>4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4</b>
<b>Orders, Written</b>	<b>Payment, Failure of</b>
<b>1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1</b>	<b>9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2</b>
<b>OWNER</b>	<b>Payment, Final</b>
<b>2</b>	<b>4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3</b>
<b>Owner, Definition of</b>	<b>Payment Bond, Performance Bond and</b>
<b>2.1.1</b>	<b>7.3.4.4, 9.6.7, 9.10.3, 11.1.2</b>
<b>Owner, Evidence of Financial Arrangements</b>	<b>Payments, Progress</b>
<b>2.2, 13.2.2, 14.1.1.4</b>	<b>9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4</b>
<b>Owner, Information and Services Required of the</b>	<b>PAYMENTS AND COMPLETION</b>
<b>2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4</b>	<b>9</b>
<b>Owner's Authority</b>	<b>Payments to Subcontractors</b>
<b>1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7</b>	<b>5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2</b>
<b>Owner's Insurance</b>	<b>PCB</b>
<b>11.2</b>	<b>10.3.1</b>
<b>Owner's Relationship with Subcontractors</b>	<b>Performance Bond and Payment Bond</b>
<b>1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2</b>	<b>7.3.4.4, 9.6.7, 9.10.3, 11.1.2</b>
<b>Owner's Right to Carry Out the Work</b>	<b>Permits, Fees, Notices and Compliance with Laws</b>
<b>2.5, 14.2.2</b>	<b>2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2</b>
	<b>PERSONS AND PROPERTY, PROTECTION OF</b>
	<b>10</b>
	<b>Polychlorinated Biphenyl</b>
	<b>10.3.1</b>
	<b>Product Data, Definition of</b>
	<b>3.12.2</b>
	<b>Product Data and Samples, Shop Drawings</b>
	<b>3.11, 3.12, 4.2.7</b>
	<b>Progress and Completion</b>
	<b>4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4</b>
	<b>Progress Payments</b>
	<b>9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4</b>

<b>Project, Definition of</b>	Separate Contracts and Contractors
<b>1.1.4</b>	1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
<b>Project Representatives</b>	<b>Separate Contractors, Definition of</b>
<b>4.2.10</b>	<b>6.1.1</b>
<b>Property Insurance</b>	<b>Shop Drawings, Definition of</b>
<b>10.2.5, 11.2</b>	<b>3.12.1</b>
<b>Proposal Requirements</b>	<b>Shop Drawings, Product Data and Samples</b>
<b>1.1.1</b>	3.11, <b>3.12</b> , 4.2.7
<b>PROTECTION OF PERSONS AND PROPERTY</b>	<b>Site, Use of</b>
<b>10</b>	<b>3.13</b> , 6.1.1, 6.2.1
Regulations and Laws	<b>Site Inspections</b>
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4	3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Rejection of Work	<b>Site Visits, Architect's</b>
4.2.6, 12.2.1	3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Releases and Waivers of Liens	<b>Special Inspections and Testing</b>
9.3.1, 9.10.2	4.2.6, 12.2.1, 13.4
Representations	<b>Specifications, Definition of</b>
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1	<b>1.1.6</b>
Representatives	<b>Specifications</b>
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1	1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Responsibility for Those Performing the Work	<b>Statute of Limitations</b>
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10	15.1.2, 15.4.1.1
Retainage	<b>Stopping the Work</b>
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3	2.2.2, 2.4, 9.7, 10.3, 14.1
<b>Review of Contract Documents and Field Conditions by Contractor</b>	<b>Stored Materials</b>
<b>3.2, 3.12.7, 6.1.3</b>	6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Review of Contractor's Submittals by Owner and Architect	<b>Subcontractor, Definition of</b>
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2	<b>5.1.1</b>
Review of Shop Drawings, Product Data and Samples by Contractor	<b>SUBCONTRACTORS</b>
3.12	<b>5</b>
<b>Rights and Remedies</b>	Subcontractors, Work by
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, <b>13.3</b> , 14, 15.4	1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
<b>Royalties, Patents and Copyrights</b>	<b>Subcontractual Relations</b>
<b>3.17</b>	5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Rules and Notices for Arbitration	Submittals
15.4.1	3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
<b>Safety of Persons and Property</b>	Submittal Schedule
<b>10.2, 10.4</b>	3.10.2, 3.12.5, 4.2.7
<b>Safety Precautions and Programs</b>	<b>Subrogation, Waivers of</b>
3.3.1, 4.2.2, 4.2.7, 5.3, <b>10.1</b> , 10.2, 10.4	6.1.1, 11.3
<b>Samples, Definition of</b>	<b>Substances, Hazardous</b>
<b>3.12.3</b>	<b>10.3</b>
<b>Samples, Shop Drawings, Product Data and</b>	<b>Substantial Completion</b>
<b>3.11, 3.12, 4.2.7</b>	4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, <b>9.8</b> , 9.9.1, 9.10.3, 12.2, 15.1.2
<b>Samples at the Site, Documents and</b>	<b>Substantial Completion, Definition of</b>
<b>3.11</b>	<b>9.8.1</b>
<b>Schedule of Values</b>	Substitution of Subcontractors
<b>9.2, 9.3.1</b>	5.2.3, 5.2.4
<b>Schedules, Construction</b>	Substitution of Architect
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2	2.3.3
	Substitutions of Materials
	3.4.2, 3.5, 7.3.8
	<b>Sub-subcontractor, Definition of</b>
	<b>5.1.2</b>

Subsurface Conditions	Time Limits
3.7.4	2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
<b>Successors and Assigns</b>	<b>Time Limits on Claims</b>
<b>13.2</b>	3.7.4, 10.2.8, 15.1.2, 15.1.3
<b>Superintendent</b>	<b>Title to Work</b>
<b>3.9, 10.2.6</b>	9.3.2, 9.3.3
<b>Supervision and Construction Procedures</b>	<b>UNCOVERING AND CORRECTION OF WORK</b>
1.2.2, <b>3.3</b> , 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4	<b>12</b>
<b>Suppliers</b>	<b>Uncovering of Work</b>
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1	<b>12.1</b>
<b>Surety</b>	Unforeseen Conditions, Concealed or Unknown
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7	3.7.4, 8.3.1, 10.3
<b>Surety, Consent of</b>	<b>Unit Prices</b>
9.8.5, 9.10.2, 9.10.3	7.3.3.2, 9.1.2
<b>Surveys</b>	<b>Use of Documents</b>
1.1.7, 2.3.4	1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
<b>Suspension by the Owner for Convenience</b>	<b>Use of Site</b>
<b>14.3</b>	3.13, 6.1.1, 6.2.1
<b>Suspension of the Work</b>	<b>Values, Schedule of</b>
3.7.5, 5.4.2, 14.3	9.2, 9.3.1
<b>Suspension or Termination of the Contract</b>	Waiver of Claims by the Architect
5.4.1.1, 14	13.3.2
<b>Taxes</b>	Waiver of Claims by the Contractor
3.6, 3.8.2.1, 7.3.4.4	9.10.5, 13.3.2, <b>15.1.7</b>
<b>Termination by the Contractor</b>	Waiver of Claims by the Owner
<b>14.1, 15.1.7</b>	9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, <b>15.1.7</b>
<b>Termination by the Owner for Cause</b>	Waiver of Consequential Damages
5.4.1.1, <b>14.2</b> , 15.1.7	14.2.4, 15.1.7
<b>Termination by the Owner for Convenience</b>	Waiver of Liens
<b>14.4</b>	9.3, 9.10.2, 9.10.4
Termination of the Architect	<b>Waivers of Subrogation</b>
2.3.3	6.1.1, <b>11.3</b>
Termination of the Contractor Employment	<b>Warranty</b>
14.2.2	3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
<b>TERMINATION OR SUSPENSION OF THE CONTRACT</b>	Weather Delays
<b>14</b>	8.3, 15.1.6.2
<b>Tests and Inspections</b>	<b>Work, Definition of</b>
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, <b>13.4</b>	1.1.3
<b>TIME</b>	Written Consent
<b>8</b>	1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
<b>Time, Delays and Extensions of</b>	Written Interpretations
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, <b>8.3</b> , 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5	4.2.11, 4.2.12
	Written Orders
	1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

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

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

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

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

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

### **§ 1.7 Digital Data Use and Transmission**

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

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

**§ 3.5 Warranty**

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

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

**§ 3.6 Taxes**

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

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

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

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

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

**§ 3.7.4 Concealed or Unknown Conditions**

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

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

### § 3.8 Allowances

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

#### § 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

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

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

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

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

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

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

### § 3.11 Documents and Samples at the Site

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

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

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

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

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

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

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

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

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

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

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

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

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

#### **§ 3.13 Use of Site**

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

#### **§ 3.14 Cutting and Patching**

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

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

#### **§ 3.15 Cleaning Up**

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

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

#### **§ 3.16 Access to Work**

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

#### **§ 3.17 Royalties, Patents and Copyrights**

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

### § 3.18 Indemnification

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

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

### § 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

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

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

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

**§ 6.3 Owner's Right to Clean Up**

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

**ARTICLE 7 CHANGES IN THE WORK**

**§ 7.1 General**

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

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

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

**§ 7.2 Change Orders**

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

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

**§ 7.3 Construction Change Directives**

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 7.4 Minor Changes in the Work**

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

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

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

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

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

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

**§ 8.2 Progress and Completion**

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

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

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

**§ 8.3 Delays and Extensions of Time**

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

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

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

**ARTICLE 9 PAYMENTS AND COMPLETION**

**§ 9.1 Contract Sum**

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

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

**§ 9.2 Schedule of Values**

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

**§ 9.3 Applications for Payment**

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

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

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

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

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

#### **§ 9.4 Certificates for Payment**

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

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

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

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

#### **§ 9.6 Progress Payments**

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

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

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

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

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

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

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

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

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

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

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

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

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

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

### **§ 9.9 Partial Occupancy or Use**

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

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

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

**§ 9.10 Final Completion and Final Payment**

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

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

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

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

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

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

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**§ 10.1 Safety Precautions and Programs**

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

**§ 10.2 Safety of Persons and Property**

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

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

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

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

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

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

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

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

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

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

#### **§ 10.3 Hazardous Materials and Substances**

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

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

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

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

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

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

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

#### **§ 11.2 Owner's Insurance**

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

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

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

#### **§ 11.3 Waivers of Subrogation**

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

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

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

Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:03:54 ET on 01/12/2026 under Order No.500024582 which expires on 01/12/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [docinfo@aiacontracts.com](mailto:docinfo@aiacontracts.com).

User Notes:

(1885952628)

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

### **§11.5 Adjustment and Settlement of Insured Loss**

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

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

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

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

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

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

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

#### **§ 12.2.2 After Substantial Completion**

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

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

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

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

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

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

### **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

### **§ 13.2 Successors and Assigns**

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

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

### **§ 13.3 Rights and Remedies**

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

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

### **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

### **§ 13.5 Interest**

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

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

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

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

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

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

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

**§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

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

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

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

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

**§ 14.3 Suspension by the Owner for Convenience**

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

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

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

**§ 14.4 Termination by the Owner for Convenience**

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

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

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

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

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

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

#### **§ 15.1.2 Time Limits on Claims**

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

#### **§ 15.1.3 Notice of Claims**

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

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

#### **§ 15.1.4 Continuing Contract Performance**

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

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

#### **§ 15.1.5 Claims for Additional Cost**

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

#### **§ 15.1.6 Claims for Additional Time**

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

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

### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

### § 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

**§ 15.3 Mediation**

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

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

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

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

**§ 15.4 Arbitration**

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

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

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

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

**§ 15.4.4 Consolidation or Joinder**

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

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

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

## Additions and Deletions Report for AIA® Document A201® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:03:54 ET on 01/12/2026.

**PAGE 1**

City of Kenner – Food Bank Generator Addition  
317 Oxley Street  
Kenner, LA 70062  
Bid No. 26-6932

...

City of Kenner – Finance Department  
1610 Reverend Richard Wilson Drive, Building D  
Kenner, LA 70062

...

Parish Engineering  
1450 Seabord Drive  
Baton Rouge, LA 70810

**PAGE 11**

The parties shall agree upon ~~written~~ protocols governing the transmission and use of, and reliance on, 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.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model 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.

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:03:54 ET on 01/12/2026 under Order No. 500024582 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

## **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or any Section, Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Section, Article, Paragraph, Subparagraph or Clause shall remain in effect.

Articles, Sections, Paragraphs, Subparagraphs or Clauses modified or deleted have the same numerical designation as those occurring in the General Conditions.

### **ARTICLE 1**

#### **GENERAL PROVISIONS**

##### **1.1 BASIC DEFINITIONS**

###### **1.1.1. The Contract Documents**

In Section 1.1.1 delete the third sentence, and add the following sentence:

The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

###### **1.1.8 Initial Decision Maker**

Delete all after the words, “shall not show partiality to the Owner or Contractor”.

##### **1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE [REFER TO *La R.S. 38:2317*]**

1.5.1 Delete the first sentence of the paragraph.

1.5.1 In the third sentence: delete the remainder after the word “publication”.

##### **1.7 DIGITAL DATA USE AND TRANSMISSION**

In the first sentence after the words, “in digital form” delete “. The parties will use AIA Document E203 2013, Building Information Modeling and Digital Data Exhibit”.

##### **1.8 BUILDING INFORMATION MODELS USE AND RELIANCE**

Delete Section 1.8.

### **ARTICLE 2**

#### **OWNER**

##### **2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS**

Delete Section 2.2.

## **2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

2.3.1 In the first sentence, delete: all before “the Owner shall secure...”

Delete Section 2.3.2 and substitute the following:

2.3.2 The term Architect, when used in the Contract Documents, shall mean the prime Designer (Architect, Engineer, or Landscape Architect), or his authorized representative, lawfully licensed to practice architecture, engineering, or landscape architecture in the State of Louisiana, identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

2.3.3 Delete the words: “to whom the Contractor has no reasonable objection and”.

## **ARTICLE 3**

### **CONTRACTOR**

## **3.4 LABOR AND MATERIALS**

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

3.4.3 Contractor and its employees, officers, agents, representatives, and Subcontractors shall conduct themselves in an appropriate and professional manner, in accordance with the Owner’s requirements, at all times while working on the Project. Any such individual who behaves in an inappropriate manner or who engages in the use of inappropriate language or conduct while on Owner’s property, as determined by the Owner, shall be removed from the Project at the Owner’s request. Such individual shall not be permitted to return without the written permission of the Owner. The Owner shall not be responsible or liable to Contractor or any Subcontractor for any additional costs, expenses, losses, claims or damages incurred by Contractor or its Subcontractor as a result of the removal of an individual from the Owner’s property pursuant to this Section. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

## **3.5 WARRANTY**

3.5.2 Replace reference to “Section 9.8.4” with “Section 9.8.6”.

## **3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS (La R.S. 40:1724[A])**

3.7.1 Delete Section 3.7.1.

3.7.2 In Section 3.7.2, replace the word “public” with the word “State”.

Delete Section 3.7.5 and substitute the following:

3.7.5 If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological sites, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to La R.S. 8:671 et seq., the Office of Coastal Protection and Restoration, and Sections 401 & 404 of the Federal Clean Water Act. Request for adjustment of the Contract Sum and Contract Time arising from the existence of such remains or features shall be submitted in writing to the Owner pursuant to the Contract Documents.

### **3.8 ALLOWANCES**

Delete Sections 3.8.1, 3.8.2, and 3.8.3 in their entirety and add the following new Section 3.8.1:

3.8.1 Allowances shall not be made on any of the Work.

### **3.9 SUPERINTENDENT**

3.9.1 Add the following to the end of the paragraph:  
Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

### **3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES**

3.10.1 Add the following: For projects with a contract sum greater than \$1,000,000.00, the Contractor shall include with the schedule, for the Owner's and Architect's information, a network analysis to identify those tasks which are on the critical path, i.e., where any delay in the completion of these tasks will lengthen the project timescale, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. No payment shall be made until this schedule is received.

3.10.3 In the first sentence, delete the word "general".

After the first sentence, add the following:

If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with Section 14.2.

Add the following Sections:

3.10.4 Add the following: Submittal by the contractor of a schedule or other documentation showing a completion date for his Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.

3.10.5 In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and

others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

### **3.11 DOCUMENTS AND SAMPLES AT THE SITE**

Add the following: This requirement is of the essence of the contract. The Architect shall determine the value of these documents and this amount shall not be approved for payment to the Contractor until all of the listed documents are delivered to the Architect in good order, completely marked with field changes and otherwise complete in all aspects.

## **ARTICLE 4**

### **ARCHITECT**

#### **4.2 ADMINISTRATION OF THE CONTRACT**

4.2.1 In the first sentence, delete the phrase: “the date the Architect issues the final Certificate for Payment” and replace with the phrase “final payment is due, and with the Owner’s concurrence, from time to time during the one year period for correction of Work described in Section 12.2.”

4.2.2 In the first sentence, after the phrase: “become generally familiar with”; insert the following: “and to keep the Owner informed about”.

In the first sentence, after the phrase “portion of the Work completed”, insert the following: “to endeavor to guard the Owner against defects and deficiencies in the Work.”

4.2.4 In the first sentence, delete all after “The Owner and Contractor”, and add the following “may communicate directly with each other, when deemed necessary by the Owner, and the Owner will notify the Architect of any decision.”

4.2.10 Add the following sentence to the end of Section 4.2.10: There shall be no restriction on the Owner having a Representative.

4.2.11 Add the following sentence to the end of Section 4.2.11:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

4.2.14 Insert the following sentence between the second and third sentences of Section 4.2.14:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

## **ARTICLE 5**

### **SUBCONTRACTORS**

#### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

Delete Section 5.2.1, and substitute the following:

5.2.1 Unless otherwise required by the Contract Documents, the Contractor shall furnish at the Pre-Construction Conference, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. No Contractor payments shall be made until this information is received.

Delete Section 5.2.2, and substitute the following:

5.2.2 The Contractor shall be solely responsible for selection and performance of all subcontractors. The Contractor shall not be entitled to claims for additional time and/or an increase in the contract sum due to a problem with performance or nonperformance of a subcontractor.

Delete Sections 5.2.3 and 5.2.4 and substitute the following:

5.2.3 The Contractor shall notify the Architect and the Owner when a subcontractor is to be changed and substituted with another subcontractor.

#### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

Delete Sections 5.4, 5.4.1, 5.4.2 and 5.4.3

## **ARTICLE 7**

### **CHANGES IN THE WORK**

#### **7.1 GENERAL**

Add the following Sections:

7.1.4 As part of the pre-construction conference submittals, the Contractor shall submit the following prior to the Contractor's initial request for payment:

7.1.4.1 Fixed job site overhead cost itemized with documentation to support daily rates.

7.1.4.2 Bond Premium Rate with supporting information from the General Contractor's carrier.

- 7.1.4.3 Labor Burden by trade for both Subcontractors and General Contractor. The Labor Burden shall be supported by the Worker's Compensation and Employer's Liability Insurance Policy Information Page. Provide for all trades.
- 7.1.4.4 Internal Rate Charges for all significant company owned equipment.
- 7.1.5 If the General Contractor fails to submit the aforementioned documentation as part of the pre-construction submittals, then pay applications shall not be processed until such time as the Owner receives this information.

## 7.2 CHANGE ORDERS

Delete Section 7.2.1, and substitute the following Sections:

- 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, the Architect, and the Contractor issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any reservation of rights, stipulation, or other modification made on the change order by the contractor shall have no effect.
- 7.2.2 "Cost of the Work" for the purpose of Change Orders shall be the eligible costs required to be incurred in performance of the Work and paid by the Contractor and Subcontractors which eligible costs shall be limited to:
  - 7.2.2.1 Actual wages paid directly to labor personnel, with a labor burden markup exclusively limited to applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes for those labor personnel performing the Work. Wages shall be the basic hourly labor rate paid an employee exclusive of fringe benefits or other employee costs. The labor burden percentage for the "Cost of the Work" is limited to categories listed herein. Employer-provided health insurance, fringe benefits, employee training (whether a requirement of employment or not), vacation pay, etc., are examples of ineligible labor burden costs which **shall not** be included, as these costs are already compensated by the Overhead and Profit markup.
  - Supervision shall not be included as a line item in the "Cost of the Work", except when the change results in a documented delay in the critical path, as described in Section 7.2.7.
  - 7.2.2.2 Cost of all materials and supplies necessary and required to perform the Work, identifying each item and its individual cost, including taxes. Incidental consumables are not eligible costs and shall not be included.
  - 7.2.2.3 Cost of each necessary piece of machinery and equipment required to perform the Work, identifying each item and its individual cost, including taxes. Incidental small tools of a specific trade (i.e., shovels, saws, hammers, air compressors, etc.,) and general use vehicles, such as pickup trucks even for

moving items around the site, fuel for these general use vehicles, travel, lodging, and/or meals are not eligible and shall not be included.

- 7.2.2.4 Eligible Insurance costs shall be limited to documented increases in “Builder’s Risk” insurance premium / costs only. Commercial General Liability, Automobile Liability, and all other required insurances, where referenced in the Contract shall be considered part of normal overhead. These costs are already compensated by the Overhead and Profit markup.
- 7.2.2.5 Cost for the General Contractor Performance and Payment Bond premium, where the documented cost of the premiums have been increased due to the Change Order.
- 7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 16% of the direct cost of any portion of Work.

The credit to the Owner resulting from a change in the Work shall be the sum of those items above, including overhead and profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall be computed for credits to the Owner and extras to the Contractor. The Owner shall receive full credit for the computed overhead and profit on credit change order items.
- 7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: Cost of the Work (as defined at Section 7.2.2) and Overhead and Profit (as defined at Section 7.2.3), and shall be computed as follows:
  - 7.2.4.1 When all of the Work is General Contractor Work; 8% markup on the Cost of the Work.
  - 7.2.4.2 When the Work is all Subcontract Work; 8% markup on the Cost of the Work for Subcontractor’s Overhead and Profit, plus 8% markup on the Cost of the Work, not including the Subcontractor’s Overhead and Profit markup, for General Contractor’s Overhead and Profit.
  - 7.2.4.3 When the Work is a combination of General Contractor Work and Subcontract Work; that portion of the direct cost that is General Contract Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per Section 7.2.4.2.

Premiums for the General Contractor’s bond may be included, but after the markup is added to the Cost of the Work.  
Premiums for the Subcontractor’s Bond shall not be included.
  - 7.2.4.4 Subcontract cost shall consist of the items in Section 7.2.2 above plus Overhead and Profit as defined in Section 7.2.3.
- 7.2.5 Before a Change Order is prepared, the Contractor shall prepare and deliver to the Architect the following information concerning the Cost of the Work, not subject to waiver, within a reasonable time after being notified to prepare said Change Order:

A detailed, itemized list of labor, material and equipment costs for the General Contractor's Work including quantities and unit costs for each item of labor, material and equipment.

An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's Work including quantities and unit costs for each item of labor, material and equipment.

- 7.2.6 After a Change Order has been approved, no future requests for extensions of time or additional cost shall be considered for that Change Order.
- 7.2.7 Extended fixed job-site costs are indirect costs that are necessary to support the work in the field. Examples of fixed job-site costs are field office rental, salaries of field office staff, field office utilities, and telephone.

Extended fixed job-site costs or equitable adjustment may be included in a Change Order due to a delay in the critical path, with the exception of weather related delays. In the event of a delay in the critical path, the Contractor shall submit all changes or adjustments to the Contract Time **within twenty-one (21) days** of the event giving rise to the delay. The Contractor shall submit documentation and justification for the adjustment by performing a critical path analysis of its most recent schedule in use prior to the change, which shows an extension in critical path activities.

The Contractor shall notify the Architect in writing that the Contractor is making a claim for extended fixed job-site overhead as required by Section 15.1.2. The Contractor shall provide proof that the Contractor is unable to mitigate financial damages through Alternate Work within this Contract or replacement work. "Replacement Work" is that work which the Contractor is obligated to perform under any construction contract separate from this Contract. Reasonable proof shall be required by the Architect that the delays affected the Completion Date.

- 7.2.8 "Cost of the Work" whether General Contractor cost or Subcontractor cost shall not apply to the following:
  - 7.2.8.1 Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.
  - 7.2.8.2 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
  - 7.2.8.3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in Cost of the Work.
  - 7.2.8.4 Cost of supervision refer to section 7.2.2.1, with exception as provided in Section 7.2.7.
- 7.2.9 When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as

submitted by the Contractor and approved by the Architect. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

- 7.3.3 In the first sentence after “following methods” insert: “, but not to exceed a specified amount”.
- 7.3.4 From .1 of the list, delete all after “Costs of labor, including” and substitute the following “social security, old age and employment insurance, applicable payroll taxes, and workers’ compensation insurance;”

Delete the following from .4 of the list: “permit fees,”

Delete Section 7.3.9 and substitute the following:

- 7.3.9 Pending final determination of the total costs of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties’ agreement with part or all of such costs.

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

Add the following:

- 8.1.5 The Contract Time shall not be changed by the submission of a schedule that shows an early completion date unless specifically authorized by change order.

#### **8.2 PROGRESS AND COMPLETION**

Add to Section 8.2.1 the following:

Completion of the Work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. The Contractor agrees to commence Work not later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the Contract Documents. The Contractor and the Contractor’s Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturdays, Sundays and holidays included) of delay until the Work is substantially complete. The Owner shall be entitled to the sum stated in the Contract Documents. Such Liquidated Damages shall be withheld by the Owner from the amounts due the Contractor for progress payments.

Delete Section 8.2.2.

### **8.3 DELAYS AND EXTENSIONS OF TIME**

8.3.1 In the first sentence after the words “Owner pending” delete the words “mediation and binding dispute resolution” and add the word “litigation”, and delete the last word “determine” and add the following: “recommend, subject to Owner’s approval of Change Order. If the claim is not made within the limits of Article 15, all rights for future claims for that month are waived.”

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

Delete Section 9.1.2.

Delete Section 9.2 and substitute the following:

#### **9.2 SCHEDULE OF VALUES**

At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

9.2.1 The attached Schedule of Values Format shall be used. If applicable, the cost of Work for each section listed under each division, shall be given. The cost for each section shall include Labor, Materials, Overhead and Profit.

9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used as a basis for the Contractor’s Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre-Construction Conference, the schedule shall not be modified without approval from the Owner and Architect.

#### **9.3 APPLICATIONS FOR PAYMENT**

Delete Sections 9.3.1, 9.3.1.1, and 9.3.1.2 and substitute the following:

9.3.1 Monthly, the Contractor shall submit to the Architect a Facility Planning and Control – Application and Certification for Payment form, supported by any additional data substantiating the Contractor’s right to payment as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per La R.S. 38:2248:

9.3.1.1 Projects with Contract price up to \$500,000.00 – 10% of the Contract price.

9.3.1.2 Projects with Contract price of \$500,000.00, or more – 5% of the Contract price.

9.3.1.3 No payment shall be made until the revised schedule required by Section 3.10.1 is received.

9.3.1.4 The normal retainage shall not be due the Contractor until after substantial completion and expiration of the forty-five day lien period and submission to the Architect of a clear lien certificate, consent of surety, and invoice for retainage.

Delete Section 9.3.2 and substitute the following:

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, including applicable insurance.

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

Section 9.5.1.7: Delete the word "repeated".

Delete Section 9.5.4.

## **9.6 PROGRESS PAYMENTS**

Delete Section 9.6.1 and substitute the following:

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within twenty days except for projects funded fully or in part by a Federal reimbursement program. For such projects the Owner will make payment in a timely manner consistent with reimbursement.

9.6.2 Delete the phrase: "no later than seven days" from the first sentence.

After the end of the second sentence, add the following:

La R.S. 9:2784 (A) and (C) require a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of  $\frac{1}{2}$  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**

<b>Type of Construction</b>	<b>Projects up to \$1,000,000</b>	<b>Projects over \$1,000,000 up to \$10,000,000</b>	<b>Projects over \$10,000,000</b>
---------------------------------	---------------------------------------	---	---------------------------------------

#### **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	<u>11</u> days	July	<u>6</u> days
February	<u>10</u> days	August	<u>5</u> days
March	<u>8</u> days	September	<u>4</u> days
April	<u>7</u> days	October	<u>3</u> days
May	<u>5</u> days	November	<u>5</u> days
June	<u>6</u> days	December	<u>8</u> days

The Contractor shall ask for total adverse weather days. The Contractor's request shall be considered only for days over the allowable number of days stated above.

*Note: Contract is on a calendar day basis.*

## **15.2 INITIAL DECISION**

15.2.1 In the second sentence, delete the word "will" and replace with: "shall always".

In the second sentence, delete the phrase: ", unless otherwise indicated in the Agreement."

In the third sentence, delete the word "mediation" and replace with: "litigation".

At the end of the third sentence, add: "arising prior to the date final payment is due".

Delete the fourth sentence.

15.2.5 In the middle of the first sentence, delete all after the phrase: "rejecting the Claim".

In the second sentence, delete the phrase: "and the Architect, if the Architect is not serving as the Initial Decision Maker,".

In the third sentence, delete all after: "binding on the parties" and add the following: "except that the Owner may reject the decision or suggest a compromise or both".

Delete Section 15.2.6.

Delete Section 15.2.6.1.

## **15.3 MEDIATION**

Delete Section 15.3.

## **15.4 ARBITRATION**

Delete Section 15.4.

## SECTION 01010: SUMMARY OF WORK

### PART 1: GENERAL

1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this section.

1.2 Scope of Work: The Work of this Contract comprises:

This project consists of installation for owner provided generator and ATS on a new elevated platform as per plans. It also includes all necessary conduit and wire from new equipment to existing service entrance. Contractor will be responsible for unloading and coordination for commissioning and testing for all owner provided equipment.

1.3 General:

- A. The Contractor shall furnish all labor, materials, equipment, tools, services, and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The Contractor shall perform the work complete, in place and ready for continuous service, and shall include repairs, replacements, and restoration required as a result of damages caused during this construction.
- C. Furnish and install all materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.
- D. Protect all existing work from damage. It is intended that any existing Work in place shall be repaired to original condition if damaged by Work of this Contract.
- E. Contractor shall verify all field and job conditions prior to preparing his bid. Any conditions not described in these drawings and specifications shall be brought to the attention of the A/E prior to bid date. Failure to do so shall render the contractor responsible for correction of this condition should he be awarded the contract.
- F. The word "Provide" as used in these specifications and on the drawings will be termed to mean "furnish and install" and includes all items necessary for the proper execution and completion of the work.
- G. Visit and examine the job site, and with all authorities concerned in order to become familiar with all existing conditions pertinent to the work to be performed thereon. No additional compensation will be allowed for failure to be so informed. Pay all costs and fees for utility connections.
- H. All work shall be performed in a neat and workmanlike manner, and in accordance with all codes, standards, and requirements of the

industry.

- I. Check all specifications and all drawings and bring to attention any conflicts or variations as shown or noted.
- J. Specifications and accompanying drawings apply to all material and/or labor for construction of work specified herein and shown on drawings.
- K. For any points which are not clear, or from items and/or details which the Contractor feels are in need of clarification, consult the A/E before submission of a proposal.
- L. The drawings and the specifications are complementary and what is shown and/or called for one shall be furnished and installed the same as if shown and/or called for in the other.
- M. In case of discrepancies and/or ambiguities in the drawings and/or in the specifications, the A/E shall be consulted prior to submission of a proposal. Failure to do so on the part of the successful bidder shall be construed as explicit agreement on his part to abide by the A/E's decision in such matters.

1.4 Contract: Construct work under a contract with unit prices. It is understood by the Contractor that the quantities given in the Schedule of Bid Items are a fair approximation of the amount of work to be done and that the sum of the products of the approximate quantities multiplied by the unit prices bid constitutes the Total Bid Price, which sum shall be used in the comparison of bids and award of the Contract.

1.5 Contract: Construct Work under single fixed-price (lump-sum) contract.

1.6 Work Sequence: Contractor is responsible for work sequence.

1.7 Contractor Use of Premises:

- A. Confine operations at site to areas permitted by law, ordinances, permits, Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products which interfere with operations of Owner.
- C. Do not load structures with weight that will endanger structure.
- D. Use of Site: Limit use of site for work and storage. Coordinate parking areas, materials delivery, and storage areas at site with Owner.
- E. In no case shall the Work interfere with existing streets, drives, walks, passageways, pedestrian traffic, and the like. Comply with provisions of the Conditions of the Contract and regulatory ordinances.
- F. Contractor shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.8 Construction Areas:

- A. Contractor shall limit his use of the construction areas for work and for storage to allow for work by other Contractors, Owners use, and Public use as applicable.
- B. Coordinate use of work site under direction of Owner.
- C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on site.
- D. Move any stored Products, under Contractor's control, which interfere with operations of the Owner or separate contractor.
- E. Obtain and pay for the use of additional storage or work areas needed for operation.

1.9 Partial Owner Occupancy: The Contractor shall schedule his operations for completion of portions of the Work, as designated, for the Owner's occupancy prior to Substantial Completion of the entire Work.

1.10 Noise During Construction:

- A. The noise generated by construction of this Work may at times create a problem for the Owner.
- B. The Owner recognizes and can tolerate the normal level of noise created by a majority of construction activity and, therefore, does not feel any need to set certain hours of the day when noise will be restricted.
- C. However, the Owner also recognizes that, during certain construction work, the noise level is unusually higher than normal. These higher levels of noise generation may conflict with a specific activity being simultaneously conducted by the Owner.
- D. It is required of the Contractor that agreement be secured from the Owner prior to scheduling any such unusually noise activity, and that the Contractor cooperate if an on-going-activity becomes objectionable by its longevity or overlapping into a program started later by the Owner. It is understood and agreed that both parties will cooperate to the end that neither will unduly inconvenienced by this requirement.

1.11 Miscellaneous Conditions:

- A. CAD Drawings: All bidders are advised that the Architect's CAD drawings will not be available for use during construction. This includes all drawings and any variation thereof for piling and foundation location, sprinkler heads, fire alarm systems, etc. The cost of drafting from scratch of any drawings shall be included in the cost of contractor's bid.
- B. The A/E shall apply for the building permit and shall apply to the State Fire Marshal. The Contractor shall pick up and pay for the building permit and other required permits.
- C. Work Stoppage Due to Publicly Declared Emergency: If there is an emergency declared by the Federal, State or Local government in **EDIT** Parish or in any portion thereof, then all work on this project shall cease until such time as the contractor is instructed to resume

work by Department Director (no one else) who has jurisdiction over the project. If there is any type of work which must proceed to prevent harm to persons or property, or damage to the project itself; then contractor should immediately contact the Department Director for necessary instructions. If contractor is unable to contact the Department Director, contractor may perform the work necessary to prevent such harm in accordance with industry safety standards. Contractor shall be entitled to an extension of time for the period of the stoppage, but shall not be entitled to any additional compensation by reason thereof.

D. Construction Schedule:

- A. Contractor shall submit a detailed construction schedule to the A/E ten (10) days after receipt of Notice of Award.
- B. Contractor shall submit a revised construction schedule at the Pre-Construction Conference.
- C. Contractor shall submit revised construction schedules to the A/E monthly thereafter.

END OF SECTION

## SECTION 01011: INSURANCE

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract, (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Provisions: A/E shall be named as an additional insured on all policies except as applied to Worker's Compensation Coverage. Contractor shall provide A/E with a Certificate of Insurance. A/E shall be listed as Certificate Holder.
- 1.3 Submittals: A sample Certificate of Insurance is attached.

# ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A

COMPANY  
B

COMPANY  
C

COMPANY  
D

INSURED

Sample

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	OWNER'S & CONT PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	Hired AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL EXCL				EACH ACCIDENT \$
	OTHER				DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

All required insurance includes Owner and Meyer Engineers, Ltd. as an additional insured except as applied to Worker's Compensation coverage.

## CERTIFICATE HOLDER

Meyer Engineers, Ltd.  
P.O. Box 763  
Metairie, LA 70004

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## SECTION 01252: WEATHER DELAYS

### PART 1: GENERAL

1.1 Related Documents: The general conditions of the Contract, including (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the work specified in this Section.

1.2 Extensions of Contract Time:  
A. If the basis exists for an extension of time in accordance with the General Conditions, an extension of time on the basis of weather may be granted only for the number of weather delay days in excess of the number of days listed as the standard baseline for that month.

1.3 Standard Baseline for Average Climatic Range:  
A. The Louisiana Department of Transportation Department has reviewed weather data available from the U.S. National Weather Service (NWS) and defined a Standard Baseline average climatic range for the State of Louisiana.  
B. The standard baseline is defined as the normal number of anticipated calendar days for each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number days each month as listed in the standard baseline is included in the contract time allotted and is not eligible for extension of Contract Time.  
C. Standard baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
11	10	8	7	5	6	6	5	4	3	5	8

D. The contractor's request shall be considered only for days over the allowable number of days stated above.

1.4 Adverse Weather and Weather Delays Days:  
A. Adverse weather is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site:

- Precipitation (rain, snow, or ice) in excess of 1/2 inch (0.5") liquid measure.
- Sustained wind in excess of thirty-five (35) m.p.h.

  
B. Adverse weather may include, if appropriate, "dry-out" or "mud" days:

- Resulting from precipitation days that occur beyond the standard baseline;

2. Only if there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and,
3. At a rate no greater than 1 make-up day for each day or consecutive days of precipitation beyond the standard baseline that total 1/2 inch or more, liquid measure, unless specifically recommended otherwise by the Designer.

C. A weather delay day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day and critical path construction activities were included in the day's schedule.

D. Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that "dry-out" or "mud" days are not eligible to be counted as a weather delay day until the standard baseline is exceeded. Hence, Contractor should allow for an appropriate number of additional days associated with the standard baseline days in which such applicable construction activities are expected to be prevented and suspended.

E. 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 NWS named storm or federally declared weather related disaster directly affecting the project site.

1.5

Documentation and Submittals:

- A. Submit daily jobsite work logs showing which and to what extent critical path construction activities have been affected by weather on a monthly basis.
- B. Submit actual weather data to support claim for time extension obtained from nearest NWS station.
- C. Use standard baseline data provided in this section when documenting actual delays due to weather in excess of the average climatic range.

- D. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods and submit to the A/E.
- E. If an extension of the Contract Time is appropriate, such extension shall be made by Change Order.

END OF SECTION

## SECTION 01260: CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY:

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK:

A. A/E will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, in writing (i.e. formal letter, email).

1.4 PROPOSAL REQUESTS:

A. Owner-Initiated Proposal Requests: A/E will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by A/E are not instructions either to stop work in progress or to execute the proposed change.
2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
  - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - c. Include costs of labor and supervision directly attributable to the change.
  - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - e. Quotation Form: Use forms acceptable to A/E.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to A/E.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete

description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to A/E.

## 1.5

### CHANGE ORDER PROCEDURES:

- A. On Owner's approval of a Proposal Request, A/E will issue a Change Order for signatures of Owner and Contractor on form included in Project Manual.
  1. Contractor shall be cognizant of all the project funding sources and procedures associated with such funding sources.
- B. Reasonable negotiation of Change Proposal Requests shall be expected by all parties prior to agreement to proceed.
- C. Claims of delay of non-critical path items outlined in proposals and Change Orders due to the funding review process shall not be considered valid.
- D. The A/E reserves the right to accumulate several Change Proposals Requests before the preparation and issuance of a Change Order.
  1. If A/E recommended Change Proposal Requests are outstanding for one hundred twenty (120) days or a prorated portion of the contract time, the contractor shall notify the A/E in writing immediately.
  2. Claims for delay of non-critical path items outlined in Change Proposal Request shall not be considered valid without proper documentation approved by A/E for such claims of delay.

1.6

**CONSTRUCTION CHANGE DIRECTIVE:**

- A. Construction Change Directive: A/E may issue a Construction Change Directive on form included in Project Manual. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

## SECTION 01290: PAYMENT PROCEDURES

### PART 1: GENERAL

#### 1.1 RELATED DOCUMENTS:

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

#### 1.2 SUMMARY:

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.3 DEFINITIONS:

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

#### 1.4 SCHEDULE OF VALUES:

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:

- a. Application for Payment forms with continuation sheets.
- b. Submittal schedule.
- c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to A/E at earliest possible date but no later than 10 days before the date scheduled for submittal of initial Applications for Payment.

3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

- a. Project name and location.
- b. Name of A/E.
- c. A/E's project number.
- d. Contractor's name and address.
- e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.

3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
4. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
5. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
6. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## 1.5

### APPLICATIONS FOR PAYMENT:

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by A/E and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. A/E will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been

received. Include only amounts for work completed at time of Application for Payment.

3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
  - a. Materials previously stored and included in previous Applications for Payment.
  - b. Work completed for this Application utilizing previously stored materials.
  - c. Additional materials stored with this Application.
  - d. Total materials remaining stored, including materials with this Application.

F. Transmittal: Submit five (5) signed and notarized original copies of each Application for Payment to A/E by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. Submittal schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.

11. Report of preconstruction conference.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

PART 2: PRODUCTS (Not Used)

PART 3: EXECUTION (Not Used)

END OF SECTION

## SECTION 01310: PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY:

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

1.3 DEFINITIONS:

A. RFI: Request from Owner, A/E, or Contractor seeking information from each other during construction.

1.4 COORDINATION:

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5

**KEY PERSONNEL:**

A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6

**REQUESTS FOR INFORMATION (RFIs):**

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. A/E will return RFIs submitted to A/E by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of A/E.
6. RFI number, numbered sequentially.
7. RFI subject.

8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
  - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Form bound in the Project Manual.

D. A/E's Action: A/E will review each RFI, determine action required, and respond. Allow seven working days for A/E's response for each RFI. RFIs received by A/E after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
  - a. Requests for approval of submittals.
  - b. Requests for approval of substitutions.
  - c. Requests for coordination information already indicated in the Contract Documents.
  - d. Requests for adjustments in the Contract Time or the Contract Sum.
  - e. Requests for interpretation of A/E's actions on submittals.
  - f. Incomplete RFIs or inaccurately prepared RFIs.
2. A/E's action may include a request for additional information, in which case A/E's time for response will date from time of receipt of additional information.
3. A/E's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify A/E in writing within 10 days of receipt of the RFI response.

E. On receipt of A/E's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify A/E within seven days if Contractor disagrees with response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Use CSI Log Form 13.2B.

1. Project name.
2. Name and address of Contractor.
3. Name and address of A/E.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date A/E's response was received.

1.7

**PROJECT MEETINGS:**

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and A/E of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and A/E, within three days of the meeting.
- B. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and A/E, but no later than 7 days after execution of the Agreement.
  1. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
  1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise A/E of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Submittals.
    - f. Review of mockups.
    - g. Possible conflicts.
    - h. Compatibility problems.
    - i. Time schedules.

- j. Weather limitations.
- k. Manufacturer's written recommendations.
- l. Warranty requirements.
- m. Compatibility of materials.
- n. Acceptability of substrates.
- o. Space and access limitations.
- p. Regulations of authorities having jurisdiction.
- q. Testing and inspecting requirements.
- r. Installation procedures.
- s. Coordination with other work.
- t. Required performance results.
- u. Protection of adjacent work.
- v. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and A/E, but no later than 15 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, A/E, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
  - a. Preparation of record documents.
  - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
  - c. Submittal of written warranties.
  - d. Requirements for preparing operations and maintenance data.
  - e. Requirements for demonstration and training.
  - f. Preparation of Contractor's punch list.
  - g. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
  - h. Submittal procedures.
  - i. Owner's partial occupancy requirements.

- j. Installation of Owner's furniture, fixtures, and equipment.
  - k. Responsibility for removing temporary facilities and controls.
- 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Progress Meetings: Conduct progress meetings at biweekly intervals or as otherwise requested by Owner.

- 1. Coordinate dates of meetings with preparation of payment requests.
- 2. Attendees: In addition to representatives of Owner and A/E, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
- 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site utilization.
    - 8) Temporary facilities and controls.
    - 9) Progress cleaning.
    - 10) Quality and work standards.
    - 11) Status of correction of deficient items.
    - 12) Field observations.
    - 13) Status of RFIs.
    - 14) Status of proposal requests.

- 15) Pending changes.
- 16) Status of Change Orders.
- 17) Pending claims and disputes.
- 18) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



## REQUEST FOR INFORMATION

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

R.F.I. Number: \_\_\_\_\_

To: \_\_\_\_\_

From: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Re: \_\_\_\_\_

A/E Project Number: \_\_\_\_\_

Contract For: \_\_\_\_\_

Specification Section: \_\_\_\_\_

Paragraph: \_\_\_\_\_

Drawing Reference: \_\_\_\_\_

Detail: \_\_\_\_\_

Request: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by: \_\_\_\_\_

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

Response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachments

Response From: \_\_\_\_\_

To: \_\_\_\_\_

Date Rec'd: \_\_\_\_\_

Date Ret'd: \_\_\_\_\_

Signed by: \_\_\_\_\_

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

Copies:  Owner  Consultants  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  File

## SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1: GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  1. Start-up construction schedule.
  2. Contractor's construction schedule.
  3. Daily construction reports.
  4. Material location reports.
  5. Field condition reports.
  6. Special reports.
- B. Related Sections:
  1. Division 01 Section "Multiple Contract Summary" for preparing a combined Contractor's Construction Schedule.
  2. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
  3. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  2. Predecessor Activity: An activity that precedes another activity in the network.
  3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by A/E.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.

- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. **Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.**
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4

#### INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. PDF electronic file.
  - 2. One (1) paper copy.
- B. Start-up construction schedule.
  - 1. Approval of cost-loaded start-up construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Start-up Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.

3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

F. Daily Construction Reports: Submit at monthly intervals.

G. Material Location Reports: Submit at monthly intervals.

H. Field Condition Reports: Submit at time of discovery of differing conditions.

I. Special Reports: Submit at time of unusual event.

J. Qualification Data: For scheduling consultant.

1.5 **QUALITY ASSURANCE**

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

1.6 **COORDINATION**

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  1. Secure time commitments for performing critical elements of the Work from entities involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2: PRODUCTS

### 2.1

#### CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion and final completion.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  1. Activity Duration: Define activities so no activity is longer than **30** days, unless specifically allowed by A/E.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
    - a. Major items or pieces of equipment.
    - b. Building structure and metal siding.
    - c. Flooring
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for A/E's administrative procedures necessary for certification of Substantial Completion.
  5. Punch List and Final Completion: Include not more than **30** days for punch list and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  1. Phasing: Arrange list of activities on schedule by phase.
  2. Work under More Than One Contract: Include a separate activity for each contract.
  3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.

5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
6. Work Restrictions: Show the effect of the following items on the schedule:
  - a. Coordination with existing construction.
  - b. Limitations of continued occupancies.
  - c. Uninterruptible services.
  - d. Partial occupancy before Substantial Completion.
  - e. Use of premises restrictions.
  - f. Provisions for future construction.
  - g. Seasonal variations.
  - h. Environmental control.
7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Mockups.
  - e. Fabrication.
  - f. Sample testing.
  - g. Deliveries.
  - h. Installation.
  - i. Tests and inspections.
  - j. Adjusting.
  - k. Curing.
  - l. Startup and placement into final use and operation.
8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Structural completion.
  - b. Permanent space enclosure.
  - c. Completion of mechanical installation.
  - d. Completion of electrical installation.
  - e. Substantial Completion.
9. Other Constraints: As Needed.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.

1. Refer to Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  1. Unresolved issues.
  2. Unanswered RFIs.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
- G. Recovery Schedule: When periodic update indicates the Work is one (1) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
  1. Utilize Microsoft Project or Oracle Primavera Software as specified in Division 01 Section "Summary of Work, for Windows XP, Windows Vista and Macintosh OS X operating system.

## 2.2

### START-UP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within 7 days of date established for the Notice of Award.
- B. All construction schedules shall be prepared using the latest version of Oracle Primavera Project Management Software or Microsoft Project. Schedules shall clearly show the critical path of the construction project. Contractor is advised that the A/E will not approve Applications for Payment that do not include updated project schedules.
- C. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first **90** days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

## 2.3

### CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Start-up Network Diagram: Submit diagram within **14** days of date established for **the Notice to Proceed**. Outline significant construction activities for the project duration. Include skeleton

diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than **15** days after date established for **the Notice to Proceed**.
  - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of A/E's approval of the schedule.
2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to correlate with Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
  - a. Preparation and processing of submittals.
  - b. Mobilization and demobilization.
  - c. Purchase of materials.
  - d. Delivery.
  - e. Fabrication.
  - f. Utility interruptions.
  - g. Installation.
  - h. Work by Owner that may affect or be affected by Contractor's activities.
  - i. Testing and commissioning.
  - j. Punch list and final completion.
  - k. Activities occurring following final completion.
2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as

necessary to produce the CPM schedule within the limitations of the Contract Time.

4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
  - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain A/E's approval prior to assigning costs to fabrication and delivery activities. Assign costs under principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, and demonstration and training (if applicable), in the amount of **5** percent of the Contract Sum.
  - a. Each activity cost shall reflect an appropriate value subject to approval by A/E.
  - b. Total cost assigned to activities shall equal the total Contract Sum.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

## 2.4

### REPORTS

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

## 2.5

### SPECIAL REPORTS

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

## PART 3: EXECUTION

### 3.1

#### CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  - 1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one day before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to A/E, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

## SECTION 01330 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY:

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS:

A. Action Submittals: Written and graphic information and physical samples that require A/E's responsive action. Action submittals, as they are implied are those submittals indicated in individual Specification Sections.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals, as they are implied are those submittals indicated in individual Specification Sections.

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS:

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the A/E and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work those required early because of long lead time for manufacture or fabrication, and all submittals that require color/material selections.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - a) Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
  - a) Scheduled date for first submittal.
  - b) Specification Section number and title.
  - c) Submittal category: Action, informational.
  - d) Name of subcontractor.
  - e) Description of the Work covered.

1.5

f) Scheduled date for A/E's final release or approval.

SUBMITTAL ADMINISTRATIVE REQUIREMENTS:

- A. A/E's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by A/E for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
- C. A/E reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on A/E receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow fifteen (15) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. A/E will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow fifteen (15) days for review of each resubmittal.
- E. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by A/E.
  - 3. Include the following information for processing and recording action taken:
    - a) Project name.
    - b) Date.
    - c) Name of Construction Manager.
    - d) Name of Contractor.
    - e) Name of subcontractor.
    - f) Name of supplier.
    - g) Name of manufacturer.
    - h) Revise first subparagraph below to suit Project and office practice.

- i) Number and title of appropriate Specification Section.
- j) Drawing number and detail references, as appropriate.
- k) Location(s) where product is to be installed, as appropriate.
- l) Other necessary identification.

F. Additional Paper Copies: Unless additional copies are required for final submittal, and unless A/E observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to A/E.

G. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. A/E will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Use Submittal Transmittal form included in Project Manual.
  - a) Project name.
  - b) Date.
  - c) Destination (To:).
  - d) Source (From:).
  - e) Names of subcontractor, manufacturer, and supplier.
  - f) Category and type of submittal.
  - g) Submittal purpose and description.
  - h) Specification Section number and title.
  - i) Indication of full or partial submittal.
  - j) Drawing number and detail references, as appropriate.
  - k) Transmittal number.
  - l) Remarks.
  - m) Signature of transmitter.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by A/E on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals:

1. Make resubmittals in same form and number of copies as initial submittal.
  - a) Note date and content of previous submittal.
  - b) Note date and content of revision in label or title block and clearly indicate extent of revision.
  - c) Resubmit submittals until they are marked with approval notation from A/E's action stamp.

I. Shop Drawings: Revise initial drawings as required and resubmit as specified for initial submittal. Indicate on drawings any changes which have been made other than those requested by A/E.

J. Project Data and Samples: Submit new datum and samples as required for initial submittal.

K. Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by A/E have been taken into account. In the event that more than one (1) resubmission is required because of failure

of Contractor to account for exceptions previously noted, Contractor shall reimburse the Owner for the charges of the A/E for review of the additional resubmissions.

L. Any need for more than one (1) resubmission, or any other delay in obtaining A/E's review of submittals, will not entitle Contractor an extension of the Contract Time unless delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure of A/E to return any submittal within a reasonable time after its receipt in A/E's office.

M. When the drawings and data are returned marked SUBMIT SPECIFIED ITEM the Contractor shall do so. When the drawings and data are returned marked REVISE AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by the A/E and the required number of corrected copies (or one corrected reproducible copy) resubmitted.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals that are marked with approval notation from A/E's action stamp.

## PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES:

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Action Submittals: Submit five (5) paper copies of each submittal, unless otherwise indicated. A/E will return two (2) copies.
2. Informational Submittals: Submit two (2) paper copies of each submittal, unless otherwise indicated. A/E will not return copies.
3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 1 Section "Closeout Procedures."
4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - a) Provide a notarized statement on original paper copy certificates and certifications where indicated.
5. Test and Inspection Reports Submittals: Comply with requirements specified in Division 1 Section "Quality Requirements."

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

- a) Manufacturer's catalog cuts.
- b) Manufacturer's product specifications.
- c) Standard color charts, unless otherwise specified. (printed copies are not acceptable)
- d) Statement of compliance with specified referenced standards.
- e) Testing by recognized testing agency.
- f) Application of testing agency labels and seals.
- g) Notation of coordination requirements.
- h) Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

- a) Wiring diagrams showing factory-installed wiring.
- b) Printed performance curves.
- c) Operational range diagrams.
- d) Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.

6. Submit Product Data in the following format:

- a) PDF electronic file.
- b) Five (5) paper copies of Product Data, unless otherwise indicated. A/E will return two (2) copies.

C. Shop Drawings (Action Submittal): Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
  - a) Identification of products.
  - b) Schedules.
  - c) Compliance with specified standards.
  - d) Notation of coordination requirements.
  - e) Notation of dimensions established by field measurement.
  - f) Relationship and attachment to adjoining construction clearly indicated.
  - g) Seal and signature of professional engineer if specified.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).
- 3. Submit Shop Drawings in the following format:
  - a) Five (5) opaque copies of each submittal. A/E will retain two (2) copies; remainder will be returned.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
- 2. Identification: Attach label on unexposed side of Samples that includes the following:
  - a) Generic description of Sample.
  - b) Product name and name of manufacturer.

- c) Sample source.
  - d) Number and title of applicable Specification Section.
- 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a) Number of Samples: Submit one (1) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. A/E will return submittal without options selected. Once all submittals requiring color/material selections are submitted, the A/E will make selections per Owners approval. Upon Owners approval A/E will provide a finish selection schedule to Contractor indicating selected finishes.
- 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a) Number of Samples: Submit one (1) set of Samples. A/E will retain one (1) Sample set when deemed necessary, until the completion of construction. Contractor must indicate if sample needs to be returned prior to construction completion.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

E. Contractor's Construction Schedule: Comply with requirements specified.

F. Application for Payment: Comply with requirements specified in General Conditions and Division 1 Section "Payment Procedures."

G. Schedule of Values: Comply with requirements specified in General Conditions and Division 1 Section "Payment Procedures."

- H. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Research Reports: Submit written evidence that product complies with the current version of International Building Code. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- L. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
- M. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. Maintenance Data: Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
- Q. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2

### DELEGATED-DESIGN SERVICES:

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to A/E.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

C. Design professional must be licensed in the State of Louisiana.

### PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW:

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to A/E.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 1 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 A/E'S ACTION:

- A. General: A/E will not review submittals that do not bear Contractor's approval stamp and will return them without action. Additionally, if during review the A/E determines that the Contractor has not sufficiently reviewed the submittal the A/E shall return the submittal to the Contractor without any action for a more complete and adequate review by the Contractor.
- B. Shop Drawings (Action Submittals): A/E will review each submittal for general compliance, and return it. A/E will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
  1. Review submittals with reasonable promptness.
  2. Review for a design concept of project and information given in Contract Documents.
  3. Review of a separate item does not constitute review of an assembly in which the item functions.
  4. Affix stamp and initials or signature certifying to review of submittal.
  5. Return reproducible Shop Drawings and other submittals to Contractor for distribution, or for resubmission. Contractor is responsible for obtaining the number of opaque prints from the reproducible shop drawing as necessary for distribution.
  6. The Design Professional shall review Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Design Professional, but only for the limited

purpose of checking for conformance with the design conception and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Design Professional's review shall be conducted with reasonable promptness while allowing sufficient time in the Design Professional's judgement to permit an adequate review. Review of a specific item shall not indicate that the Design Professional has reviewed the entire assembly of which the item is a component. The Design Professional shall not be responsible for any deviations of the contract documents not brought to the attention of the Design Professional in writing by the Contractor. The Design Professional shall not be required to review partial submissions or those for which submissions or correlated items have not been received.

- C. Informational Submittals: A/E will review each submittal and will not return it, or will return it if it does not comply with requirements. A/E will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from A/E.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION



## SUBMITTAL TRANSMITTAL

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

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

A/E Project Number: \_\_\_\_\_

**TRANSMITTAL** To (Contractor): \_\_\_\_\_

Date: \_\_\_\_\_ Submittal No. \_\_\_\_\_

**A**

From (Subcontractor): \_\_\_\_\_

By: \_\_\_\_\_

Resubmission

Qty.	Reference / Number	Title / Description / Manufacturer	Spec. Section Title and Paragraph / Drawing Detail Reference

- Submitted for review and approval
- Resubmitted for review and approval
- Complies with contract requirements
- Will be available to meet construction schedule
- A/E review time included in construction schedule

- Substitution involved - Substitution request attached
- If substitution involved, submission includes point-by-point comparative data or preliminary details
- Items included in submission will be ordered immediately upon receipt of approval

Other remarks on above submission:

One copy retained by sender

**TRANSMITTAL** To (A/E): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by Contractor: \_\_\_\_\_

**B**

From (Contractor): \_\_\_\_\_

By: \_\_\_\_\_ Date Trnsmt'd by Contractor: \_\_\_\_\_

- Approved
- Approved as noted

- Revise / Resubmit
- Rejected / Resubmit

Other remarks on above submission:

One copy retained by sender

**TRANSMITTAL** To (Contractor): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by A/E: \_\_\_\_\_

**C**

From (A/E): \_\_\_\_\_  Other

By: \_\_\_\_\_ Date Trnsmt'd by A/E: \_\_\_\_\_

- Approved
- Approved as noted
- Not subject to review
- No action required
- Revise / Resubmit
- Rejected / Resubmit
- Approved as noted / Resubmit

- Provide file copy with corrections identified
- Sepia copies only returned

Point-by-point comparative data required to complete approval process

Submission Incomplete / Resubmit

Other remarks on above submission:

One copy retained by sender

**TRANSMITTAL** To (Subcontractor): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by Contractor: \_\_\_\_\_

**D**

From (Contractor): \_\_\_\_\_

By: \_\_\_\_\_ Date Trnsmt'd by Contractor: \_\_\_\_\_

Copies:  Owner  Consultants  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_ One copy retained by sender

## SECTION 01400: QUALITY REQUIREMENTS

### PART 1: GENERAL

#### 1.1 RELATED DOCUMENTS:

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

#### 1.2 SUMMARY:

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  3. Requirements for Contractor to provide quality-assurance and -control services required by A/E, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.3 DEFINITIONS:

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by A/E.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on the project site, consisting of multiple products, assemblies and subassemblies.
- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and

acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

**1.4**

**CONFLICTING REQUIREMENTS:**

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to A/E for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to A/E for a decision before proceeding.

**1.5**

**ACTION SUBMITTALS:**

- A. Shop Drawings: For mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
  - 1. Indicate manufacturer and model number of individual components.
  - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

**1.6**

**INFORMATIONAL SUBMITTALS:**

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.
- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.7

REPORTS AND DOCUMENTS:

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.

3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8

**QUALITY ASSURANCE:**

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329 and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- E. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  1. Build mockups in location and of size indicated or, if not indicated, as directed by A/E.
  2. Notify A/E seven (7) days in advance of dates and times when mockups will be constructed.

3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain A/E's approval of mockups before starting work, fabrication, or construction.
  - a. Allow seven 7 days for initial review and each re-review of each mockup.
6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed, unless otherwise indicated.

1.9

#### QUALITY CONTROL:

- A. **Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. **Contractor Responsibilities:** Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with A/E, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify A/E and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2: PRODUCTS (Not Used)

PART 3: EXECUTION

3.1

REPAIR AND PROTECTION:

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 1 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

## SECTION 01500: TEMPORARY FACILITIES AND CONTROLS

### PART 1: GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY:

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES:

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS:

A. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:

1. Locations of dust-control partitions at each phase of the work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air filtration system discharge.
4. Other dust-control measures.
5. Waste management plan.

1.5 QUALITY ASSURANCE:

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS:

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

PART 2: PRODUCTS

2.1 MATERIALS:

A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized steel bases for supporting posts.

B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils (0.25 mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.

C. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).

2.2 EQUIPMENT:

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 3: EXECUTION

3.1 INSTALLATION, GENERAL:

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

3.2 TEMPORARY UTILITY INSTALLATION:

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Install electric power service overhead, unless otherwise indicated.
2. Connect temporary service to Owner's existing power source, as directed by Owner.

3.3

**SUPPORT FACILITIES INSTALLATION:**

A. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
  - a. Provide temporary, directional signs for construction personnel and visitors.
3. Maintain and touchup signs so they are legible at all times.
4. Provide Job Sign per Section 015800.

D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution" for progress cleaning requirements.

E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

F. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.

1. Do not load elevators beyond their rated weight capacity.
2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged

work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

### 3.4

#### SECURITY AND PROTECTION FACILITIES INSTALLATION:

- A. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- B. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- C. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.

### 3.5

#### MOISTURE AND MOLD CONTROL:

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  1. Protect porous materials from water damage.
  2. Protect stored and installed material from flowing or standing water.
  3. Keep porous and organic materials from coming into prolonged contact with concrete.
  4. Remove standing water from decks.
  5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard, replace or clean stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

### 3.6

#### OPERATION, TERMINATION, AND REMOVAL:

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road

oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION

## SECTION 01580: JOB SIGN

### PART 1: GENERAL

1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.

1.2 General:

- Comply with Federal, State, and Local codes and regulations and with utility company requirements.
- Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

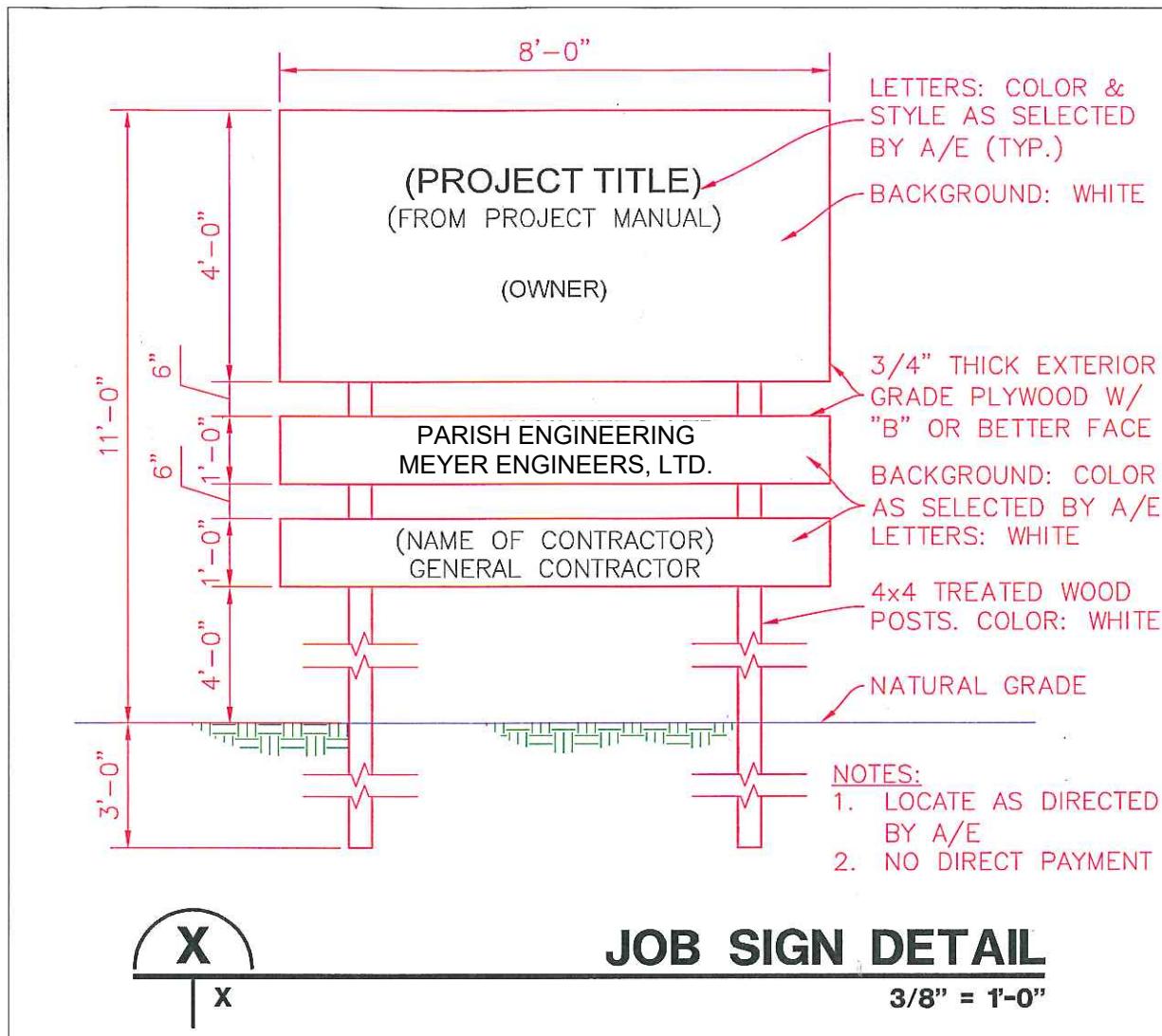
1.3 Job Conditions: Install, maintain and protect sign in a manner and at location which will be safe, non-hazardous, and protective of persons and property, and free of deleterious effects.

1.4 Job Sign:

- Construct and maintain job sign as detailed. All lumber shall be treated pine. Signs shall be 3/4 inch thick exterior grade plywood with "B" or better face.
- See Project Manual Title Sheet for text of Project Title and Owner's Name(s). Consult A/E for specific requirements within seven (7) days of execution of contract.
- Locate one (1) job sign where directed by A/E at the site.
- Lettering and layout on sign shall be done by a professional sign painter. (Helvetica Style).
- 4 x 4 Treated Pine Posts. Brace as required.
- Job Sign shall be painted with first coat primer, with second and third coats exterior semi-gloss enamel, as per Painting Specification Section. Colors as selected by A/E.
- Job Sign shall be erected within two weeks of Notice to Proceed and shall be maintained through duration of project.
- At his option, Contractor may provide and maintain a separate job sign, approved by the A/E, for listing of subcontractors. If approved, paint by professional sign painter in identical colors as project sign.
- Do not allow other signs or advertisements at or near the project site.

1.5 Removal:

- Completely remove temporary materials and equipment at completion of job or when notified by A/E. Clean and repair damage caused by temporary installations or use of temporary facilities.
- Restore existing facilities used for temporary services to specified, or to original condition.
- Restore any permanent facilities used for temporary services to specified condition.



## SECTION 01600: PRODUCT REQUIREMENTS

### PART 1: GENERAL

#### 1.1 RELATED DOCUMENTS:

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

#### 1.2 SUMMARY:

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

#### 1.3 DEFINITIONS:

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

#### 1.4 ACTION SUBMITTALS:

- A. Comparable Product Requests: Shall be submitted in accordance with the General and Supplementary Conditions and Division 1.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. A/E's Action: If necessary, A/E will request additional information or documentation for evaluation within one week of receipt of a comparable product request. A/E will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
- b. Use product specified if A/E does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE:

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING:

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store materials in a manner that will not endanger Project structure.
2. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
3. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
5. Protect stored products from damage and liquids from freezing.
6. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7

#### PRODUCT WARRANTIES:

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. In accordance with Louisiana State Law (LSA-R.S. 9:2774) the commencement date for ALL warranties or guarantees of every nature or kind shall be the date of Substantial Completion as certified by the A/E. It shall be the Contractor's sole responsibility to ensure that all written warranties include this commencement time. Also, in accordance with LSA-R.S. 9:2774 the provision of this Section shall not be subject to waiver by contract.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. Refer to Divisions 2 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2:

#### PRODUCTS

2.1

#### PRODUCT SELECTION PROCEDURES:

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard

products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," A/E will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered in accordance with General and Supplementary Conditions and Division 1.
  - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered in accordance with General and Supplementary Conditions and Division 1.
  - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with

requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match A/E's sample", provide a product that complies with requirements and matches A/E's sample. A/E's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 1 Section "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by A/E from manufacturer's full range" or similar phrase, select a product that complies with requirements. A/E will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2

### COMPARABLE PRODUCTS:

A. Conditions for Consideration: A/E will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, A/E may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of A/E's and owners, if requested.

5. Samples, if requested.

PART 3: EXECUTION (Not Used)

END OF SECTION

## SECTION 01635 - SUBSTITUTION PROCEDURES

### PART 1: GENERAL

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

1.2 Summary:

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
  1. Division 1 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  2. Division 2 through 16 sections for specific requirements and limitations for substitutions.

1.3 Definitions:

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

1.4 Submittals:

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  1. Substitution Request Form: Use copy of form provided in the Project Manual.
  2. Documentation: Show compliance with requirements for substitutions and the following, as applicable. The burden of proof of the merit of the proposed substitute is upon the proposers.
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison (point by point) of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as

performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- 1) Detailed comparison (point by point) must be included in all substitution request documentation submitted for review by the A/E.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of A/Es and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect and indicated UL or documented testing methods.
- j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- k. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. A/E's Action:
  - a. Prior to the Bid Date: If necessary, A/E will request additional information or documentation for evaluation within seven (7) working days of receipt of a request for substitution. Prior to the bid date the A/E will notify the contractor/supplier of acceptance or rejection of proposed substitution within three (3) working days of the bid date.
    - 1) Forms of Acceptance: Signed "Contractor/Supplier Substitution Required Form, Addendum, Change Order, Construction Change Directive, or A/E's supplementary instructions for minor changes in the work.
    - 2) Use product specified if A/E does not issue a decision on use of a proposed substitution within time allocated.
    - 3) The A/E's decision of approval or disapproval will be final.
  - b. After Contract Execution: A/E will notify Contractor of acceptance or rejection of proposed substitution during construction within fifteen (15) working days of receipt of

request, or seven (7) working days of receipt of additional information or documentation, whichever is later.

- 1) Forms of Acceptance: Signed "Contractor/Supplier Substitution Required Form, Addendum, Change Order, Construction Change Directive, or A/E's supplementary instructions for minor changes in the work.
- 2) Use product specified if A/E does not issue a decision on use of a proposed substitution within time allocated.
- 3) The A/E's decision of approval or disapproval will be final.

1.5

#### Quality Assurance

- A. The contractor represents that he has personally investigated the proposed substitution and determined that it is equal or superior in all respects to that specified.
- B. The contractor represents that he will provide the same warranty for the substitution that he would for that specified.
- C. The contractor certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and any additional A/E redesign costs, as well as waives all claims for additional costs related to the substitution which subsequently become apparent.
- D. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.
- E. Bidders/Contractor is advised that any acceptable substitution that requires a change or modifications to other parts of the project shall be his responsibility including any additional cost required thereof. Any cost associated for other parts of the projects due to a substitution shall be the responsibility of the Contractor.

1.6

Procedures: Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2:

#### PRODUCTS

2.1

##### Substitutions – Pre-Bid

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than seven (7) working days prior to date for receipt of bids.
  1. Conditions: A/E will consider Supplier's / Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without action, except to record noncompliance with these requirements:
    - a. Request submitted through a general contractor that has picked up a complete set of bidding documents for the project. Substitutions by a sub-contractor, material

supplier, manufacturer's representative, etc. not submitted through a general contractor will be returned without action.

- b. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- c. Substitution request is fully documented as outlined under submittals and properly submitted on required form.
- d. Requested substitution is compatible with other portions of the Work.
- e. Requested substitution provides specified warranty.

B. Substitutions for Convenience: A/E will consider requests for substitution if received within seven (7) working days prior to date for receipt of bids. Requests received after that time will be rejected.

1. Conditions: A/E will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without action, except to record noncompliance with these requirements:
  - a. Request submitted through a general contractor that has picked up a complete set of bidding documents for the project. Substitutions by a sub-contractor, material supplier, manufacturer's representative, etc. not submitted through a general contractor will be returned without action.
  - b. Requested substitution does not require extensive revisions to the Contract Documents.
  - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - d. Substitution request is fully documented as outlined under submittals and properly submitted on required form.
  - e. Requested substitution is compatible with other portions of the Work.
  - f. Requested substitution provides specified warranty.

## 2.2

### Substitutions – After Contract Execution

A. In the interest of keeping the project on schedule, the A/E will not continuously and exhaustively review proposed substitutes for each specification section. The A/E will review only one (1) proposed substitution per product per specification section. If that proposed substitution is rejected for any reason, the contractor shall use the product specified.

B. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.

1. A/E will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without any action, except to record noncompliance with these requirements.
  - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Substitution request is fully documented as outlined under submittals herein and properly submitted on required form.

- c. Requested substitution will not adversely affect Contractor's construction schedule.
- d. Requested substitution has received necessary approval of authorities having jurisdiction.
- e. Requested substitution is compatible with other portions of the Work.
- f. Requested substitution has been coordinated with other portions of the Work.
- g. Requested substitution provides specified warranty.
- h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

C. Substitutions for Convenience: A/E will consider requests for substitution.

- 1. Conditions: A/E will consider the Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without action, except to record noncompliance with these requirements.
  - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to A/E for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  - b. Requested substitution does not require extensive revisions to the Contract documents.
  - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - d. Substitution request is fully documented as outlined under submittals and properly submitted on the required form.
  - e. Requested substitution will not adversely affect Contractor's construction schedule.
  - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - g. Requested substitution is compatible with other portions of the Work.
  - h. Requested substitution has been coordinated with other portions of the Work.
  - i. Requested substitution provides specified warranty.
  - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

END OF SECTION

# CONTRACTOR / SUPPLIER SUBSTITUTION REQUEST FORM

***(Section to be completed by Contractor / Supplier)***

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

Substitution Request Number: \_\_\_\_\_

To: \_\_\_\_\_

From: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

A/E Project Number: \_\_\_\_\_

Re: \_\_\_\_\_

Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_

Description: \_\_\_\_\_

Section: \_\_\_\_\_ Page: \_\_\_\_\_

Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

History:  New product  2-5 years old  5-10 yrs old  More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_

Point-by-point comparative data attached - **REQUIRED BY A/E**

Reason for substitution request: \_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Architect: \_\_\_\_\_

Address: \_\_\_\_\_ Owner: \_\_\_\_\_

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

Proposed substitution affects other parts of Work:  No  Yes; explain \_\_\_\_\_

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

**CONTRACTOR / SUPPLIER  
SUBSTITUTION  
REQUEST FORM  
(Continued)**

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Attachments: \_\_\_\_\_

***SECTION TO BE COMPLETED BY A/E:***

#### A/E's REVIEW AND ACTION

- Substitution approved - Provided all Contract Documents requirements are met.
- Substitution approved as noted.
- Substitution rejected - Does not meet Contract Documents - Use specified materials.
- Substitution Request received too late – Not Approved. Received less than seven (7) working days prior to Bid Date. Insufficient time in accordance with R.S. 38:2295.
- Substitution rejected – Insufficient information submitted to make determination.
  - Submit model or catalog numbers.
  - Submit information following Specification format in enough detail to make comparison to product specified.

Signed by:

Date:

Additional Comments:

## SECTION 01730: EXECUTION

### PART 1: GENERAL

#### 1.1 RELATED DOCUMENTS:

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

#### 1.2 SUMMARY:

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Installation of the Work.
2. Cutting and patching.
3. Progress cleaning.
4. Starting and adjusting.
5. Protection of installed construction.
6. Correction of the Work.

#### 1.3 DEFINITIONS:

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

#### 1.4 QUALITY ASSURANCE:

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify A/E of locations and details of cutting and await directions from the A/E before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and

patching. Do not cut and patch exposed construction in a manner that would, in A/E's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

1.5

**WARRANTY:**

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

1. In accordance with Louisiana State Law (LSA-R.S. 9:2774) the commencement date for ALL warranties or guarantees of every nature or kind shall be the date of Substantial Completion as certified by the A/E. It shall be the Contractor's sole responsibility to ensure that all written warranties include this commencement time. Also, in accordance with LSA-R.S. 9:2774 the provision of this Section shall not be subject to waiver by contract.

PART 2: PRODUCTS

2.2

**MATERIALS:**

A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the A/E for the visual and functional performance of in-place materials.

PART 3: EXECUTION

3.1

**EXAMINATION:**

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - a. Description of the Work.
  - b. List of detrimental conditions, including substrates.
  - c. List of unacceptable installation tolerances.
  - d. Recommended corrections.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2

#### PREPARATION:

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to A/E according to requirements in Division 01 Section "Project Management and Coordination."
- E. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrate to receive subsequent work.

### 3.3

#### INSTALLATION:

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by A/E.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4

CUTTING AND PATCHING:

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
- E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

- b. Restore damaged pipe covering to its original condition.
- 3. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5

PROGRESS CLEANING:

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Utilize containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in accordance with the law and authorities having jurisdiction.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective

covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6

**PROTECTION OF INSTALLED CONSTRUCTION:**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7

**CORRECTION OF THE WORK:**

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

**END OF SECTION**

## SECTION 01741: CONSTRUCTION WASTE MANAGEMENT

### PART 1: GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY:

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition and construction waste.

1.3 DEFINITIONS:

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

PART 2: PRODUCTS (Not Used)

PART 3: EXECUTIONS (Not Used)

END OF SECTION

## SECTION 01770: CLOSEOUT PROCEDURES

### PART 1: GENERAL

#### 1.1 RELATED DOCUMENTS:

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

#### 1.2 SUMMARY:

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  1. Substantial Completion procedures.
  2. Final completion procedures.
  3. Warranties.
  4. Final cleaning.

#### 1.3 SUBSTANTIAL COMPLETION:

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
  1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
    - a. All public works contracts shall contain a clause stating that any punch list generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization labor material and equipment costs of correcting each punch list item. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The contracting agency shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty five day lien period. The provisions of this section shall not be subject to waiver nor shall these provisions apply to the Department of Transportation and Development.
  2. Advise Owner of pending insurance changeover requirements.
  3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include

occupancy permits, operating certificates, and similar releases.

5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, A/E will either proceed with inspection or notify Contractor of unfulfilled requirements. A/E will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by A/E, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.4

#### FINAL COMPLETION:

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of A/E's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by A/E. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, A/E will either proceed with inspection or notify Contractor of unfulfilled requirements. A/E will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5

#### LIST OF INCOMPLETE ITEMS (PUNCH LIST):

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
  - a. Project name.
  - b. Date.
  - c. Name of A/E.
  - d. Name of Contractor.
  - e. Page number.
4. Submit list of incomplete items in the following format:
  - a. PDF electronic file.
  - b. Three paper copies of product schedule or list, unless otherwise indicated. A/E will return two copies.

1.6

#### WARRANTIES:

A. Submittal Time: Submit written warranties on request of A/E for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

1. **In accordance with Louisiana State Law (LSA-R.S. 9:2774) the commencement date for ALL warranties or guarantees of every nature or kind shall be the date of Substantial Completion as certified by the A/E. It shall be the Contractor's sole responsibility to ensure that all written warranties include this commencement time. Also, in accordance with LSA-R.S. 9:2774 the provision**

**of this Section shall not be subject to waiver by contract.**

- B. Partial Occupancy: Submit properly executed warranties within **15** days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2: PRODUCTS

### 2.1 MATERIALS:

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3: EXECUTION

### 3.1 FINAL CLEANING:

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- g. Sweep concrete floors broom clean in unoccupied spaces.
- h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- j. Remove labels that are not permanent.
- k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
- l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

- n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- p. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.
- q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- r. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

3.2 **The A/E shall be responsible for calling for the final Fire Marshal Inspection, NOT THE CONTRACTOR. Additionally, the Fire Marshal Inspection shall not take place until the project has been declared substantially complete. If the contractor calls for the Fire Marshal inspection, the Contractor is advised that the A/E will not attend the inspection and will not prepare or sign the Fire Marshal's Certificate of Completion.**

END OF SECTION

## SECTION 01782: OPERATION AND MAINTENANCE DATA

### PART 1: GENERAL

#### 1.1 RELATED DOCUMENTS:

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

#### 1.2 SUMMARY:

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

#### 1.3 DEFINITIONS:

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

#### 1.4 CLOSEOUT SUBMITTALS:

A. Manual Content: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.

B. Format:

1. Size: 8 1/2 inches x 11 inches.
2. Paper: White, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten.
4. Drawings: Provide reinforced punched binder tab, bind in with text. Fold larger drawings to the size of the text pages.
5. Provide fly-leaf for each separate product, or each piece of operating equipment. Provide typed description of product; and major component parts of equipment. Provide indexed tabs.
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List title of Project, identity of separate structure as applicable, identity of general subject matter covered in the manual.

- C. Binders: Commercial quality three-ring binders with durable and cleanable plastic covers. When multiple binders are used, correlate the data into related consistent groupings.
- D. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. A/E will comment on whether general scope and content of manual are acceptable.
- E. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. A/E will return copy with comments.
  - 1. Correct or modify each manual to comply with A/E's comments. Submit copies of each corrected manual within 15 days of receipt of A/E's comments and prior to commencing demonstration and training.

## PART 2: PRODUCTS

- 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY:
  - A. Organization: Include a section in the directory for each of the following:
    - 1. List of documents.
    - 2. List of systems.
    - 3. List of equipment.
    - 4. Table of contents.
  - B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
  - C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
  - D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
  - E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS:

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.

3. Manual contents.
- B. Title Page: Include the following information:
  1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Construction Manager.
  7. Name and contact information for A/E.
  8. Names and contact information for major consultants to the A/E that designed the systems contained in the manuals.
  9. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
  1. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
  2. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
  3. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
  4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3

**EMERGENCY MANUALS:**

- A. Content: Organize manual into a separate section for each of the following:
  - 1. Type of emergency.
  - 2. Emergency instructions.
  - 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  - 1. Fire.
  - 2. Flood.
  - 3. Gas leak.
  - 4. Water leak.
  - 5. Power failure.
  - 6. Water outage.
  - 7. System, subsystem, or equipment failure.
  - 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
  - 1. Instructions on stopping.
  - 2. Shutdown instructions for each type of emergency.
  - 3. Operating instructions for conditions outside normal operating limits.
  - 4. Required sequences for electric or electronic systems.
  - 5. Special operating instructions and procedures.

2.4

**OPERATION MANUALS:**

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
  - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  - 2. Performance and design criteria if Contractor is delegated design responsibility.
  - 3. Operating standards.
  - 4. Operating procedures.
  - 5. Operating logs.
  - 6. Wiring diagrams.
  - 7. Control diagrams.
  - 8. Piped system diagrams.
  - 9. Precautions against improper use.
  - 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.5

### PRODUCT MAINTENANCE MANUALS:

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.

2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.
2. In accordance with Louisiana State Law (LSA-R.S. 9:2774) the commencement date for ALL warranties or guarantees of every nature or kind shall be the date of Substantial Completion as certified by the A/E. It shall be the Contractor's sole responsibility to ensure that all written warranties include this commencement time. Also, in accordance with LSA-R.S. 9:2774 the provision of this Section shall not be subject to waiver by contract.

## 2.6

### SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS:

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  1. Standard maintenance instructions and bulletins.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  1. Test and inspection instructions.

2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.
2. In accordance with Louisiana State Law (LSA-R.S. 9:2774) the commencement date for ALL warranties or guarantees of every nature or kind shall be the date of Substantial Completion as certified by the A/E. It shall be the Contractor's sole responsibility to ensure that all written warranties include this commencement time. Also, in accordance with LSA-R.S. 9:2774 the provision of this Section shall not be subject to waiver by contract.

### PART 3: EXECUTION

#### 3.1 MANUAL PREPARATION:

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals with A/E prior directory preparations.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of operation and maintenance manuals.
  - 2. Comply with requirements of newly prepared record Drawings in Division 1 Section "Project Record Documents."
- G. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

## SECTION 01783: PROJECT RECORD DOCUMENTS

### PART 1: GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY:

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Specifications.
2. Record Product Data.
3. Miscellaneous record submittals.

1.3 CLOSEOUT SUBMITTALS:

A. Record Specifications: Submit 2 copies and 1 annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

B. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

C. Miscellaneous Record Submittals: Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

D. Reports: Submit written report weekly indicating items incorporated in Project record documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.

### PART 2: PRODUCTS

2.1 RECORD DRAWINGS:

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

- b. Accurately record information in an acceptable drawing technique.
  - c. Record data as soon as possible after obtaining it.
  - d. Record and check the markup before enclosing concealed installations.
2. Content: Types of items requiring marking include, but are not limited to, the following:
  - a. Dimensional changes to Drawings.
  - b. Revisions to details shown on Drawings.
  - c. Revisions to routing of piping and conduits.
  - d. Revisions to electrical circuitry.
  - e. Actual equipment locations.
  - f. Duct size and routing.
  - g. Locations of concealed internal utilities.
  - h. Changes made by Change Order or Construction Change Directive.
  - i. Changes made following A/E's written orders.
  - j. Details not on the original Contract Drawings.
  - k. Field records for variable and concealed conditions.
  - l. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Format: Annotated PDF electronic file.
2. Identification: As follows:
  - a. Project name.
  - b. Date.
  - c. Designation "PROJECT RECORD DRAWINGS."
  - d. Name of A/E.
  - e. Name of Contractor.

## 2.2

### RECORD SPECIFICATIONS:

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

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

B. Format: Submit record Specifications as annotated PDF electronic file.

## 2.3

### RECORD PRODUCT DATA:

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file.

1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

## PART 3: EXECUTION

### 3.1 RECORDING AND MAINTENANCE:

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from

deterioration and loss. Provide access to project record documents for A/E's reference during normal working hours.

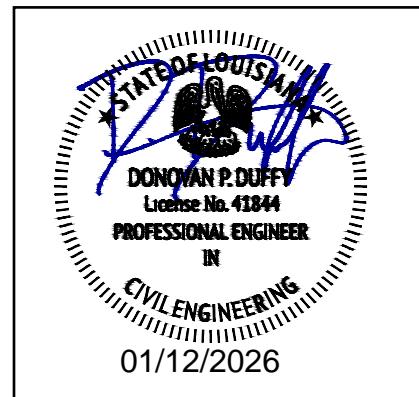
END OF SECTION

## PROFESSIONAL SEALS

PROJECT NAME: CITY OF KENNER – FOOD BANK GENERATOR ADDITION  
317 OXLEY STREET  
KENNER, LOUISIANA 70062  
BID 26-6932

DATE: January 12, 2026

CIVIL: Donovan P. Duffy, P.E.  
Meyer Engineers, Ltd.  
4937 Hearst Street, Suite 1B  
Metairie, LA 70001  
504.885.9892



## SECTION 02366: WOOD PILES (CLASS B)

### PART 1: GENERAL

1.1 Related Documents: The general provisions of the Contract, including the Condition of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.

1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of wood piles, generally known as Class B piles, as shown on the Drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.

1.3 General:

- Conform with all applicable local, Parish, and State rules, regulations, codes, ordinances, and Federal laws including safety regulations.
- Before starting Work, examine the site and check dimensions, locations, etc. Should there be any discrepancies requiring relocation of piles, change in procedure or change in design; report such to A/E in writing before proceeding with Work.
- Hand select piles for uniform diameters and straightness.

1.4 Testing Laboratory Services:

- Testing shall be in accordance with the requirements of the local Building Code.
- Should test pile(s) be required, inspect and log the driving of test pile and test load one pile as directed by A/E.
- All timber piles shall be inspected at the point of production, prior to delivery to the jobsite and shall be hammer-marked in the butt to meet the requirements of this Specification.
- Logging: Log the driving of all piles, recording the date driven, type of hammer, pile description, and driving resistance with the blows per foot for the last 10 feet driven. Furnish 4 copies of the record to the A/E.

1.5 Protection:

- Contractor shall provide mats under pile driving equipment, as necessary.
- Repair any damage to adjoining properties, existing structures, streets, or utilities caused by any Work under this Section and restore to original condition at Contractor's expense.

1.6 Test Piles:

- The Contractor shall furnish and drive two (2) test piles at location designated by the A/E. He shall also furnish and install the necessary uplift piles at the selected test pile(s) together with beams and accessories all as required to resist a reaction equal to twice the design load specified.

- B. Test pile(s) may, at the discretion of the Contractor, be part of the permanent foundation. Test loading shall not begin until 14 days after driving. Pile(s) to be tested shall be selected by A/E.
- C. Load Test: The Contractor shall load test the test pile to the yield point of the soil in accordance with the requirements of the local Building Code. Apply the load by means of a hydraulic jack acting directly on the head of the pile. All materials required for testing shall be furnished and installed by the Contractor. The Testing Laboratory shall furnish and install the hydraulic jack and perform the actual load testing.

## PART 2: PRODUCTS

- 2.1 Wood Piles: Treated timber piles meeting ASTM D-25-79, Round Timber Piles, with the following exceptions:
  - A. Length: Piles shall be of length indicated on Drawings. Cut piles with excessive length to required length either before or after driving to maintain uniform penetration length below established cut-off elevation.
  - B. Pressure Treatment: American Wood Preservers Association AWPA C3 use Copper Chromated Arsenic chemical for treatment. Maintain minimum preservative retention of 0.80 pounds per cubic foot, by assay method.
  - C. Minimum nominal tip and butt size shall be of diameter indicated on Drawings and in accordance with Table 2 of ASTM D-25-79.

## PART 3: EXECUTION

- 3.1 Driving:
  - A. The butt of each timber pile before driving shall be cut at right angles to the longitudinal axis of the pile, shall be taper-trimmed, and capped with a standard butt-plate, and shall be additionally banded with iron pile bands if necessary to prevent brooming during driving.
  - B. Hammer: No. 1 Vulcan Steam Hammer or equivalent. Driving shall progress continuously until planned penetration is achieved or to resistance of 30 blows per foot.
  - C. Drive piles plumb and accurately into position indicated on Drawings; a maximum variation not exceeding three (3) inches in more than 10% of the total number of piles will be accepted as fulfillment of Contract, providing limiting and controlling conditions make it impossible to maintain more accurately the spacing indicated. Should the variation from true center exceed the above, plot the piles in each cluster and determine the center of gravity of said cluster. Then add sufficient piles at location determined by the superimposed loads. Contractor shall, at his own cost, furnish and drive such additional piling as may be required to compensate for or to rectify conditions brought about by

failure to preserve proper spacing, whether this defect is discovered before or after cutting off.

- D. Where driving is interrupted because of obstructions or suspected pile damage before a pile reaches final penetration, the A/E may require it to be withdrawn for examination. If damaged, a new pile shall be driven as directed at Contractor's expense; if not damaged; it shall be re-driven at Owner's expense. Any pile that crushes, splits, or otherwise fails while being driven must be immediately removed and replaced by an acceptable substitute pile at Contractor's expense.
- E. Any piles, which, after having been driven to their final position, are forced up by the driving of adjacent piles, shall be re-driven to their former position without additional cost to the Owner.
- F. Contractor shall be held responsible for any pile omitted; missing piles, at whatever stage of work discovered, shall be provided without extra charge.
- G. Cut-off tops of piles to elevations indicated. Apply preservative treatment to exposed ends. Treat field cuts in accordance with AWPA Standard M4.

3.2 Cleaning: Remove excess materials and debris and leave site in a neat condition.

END OF SECTION

## SECTION 03100: CONCRETE FORMWORK

### PART 1: GENERAL

1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.

1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of formwork for cast-in-place concrete, with shoring, bracing, anchorage and other accessories, as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.

1.3 Reference Standards: Concrete formwork shall be in accordance with the "Building Code Requirements for Reinforced Concrete" (ACI 318), "Recommended Practice for Concrete Formwork" (ACI 347), and Manual of Standard Practice for Concrete Formwork" (ACI 315).

1.4 Tolerances:

A. Construct formwork to provide completed cast-in-place concrete surfaces complying with the tolerances specified in ACI 347 and as follows:

1. Variation from plumb in lines and surfaces of columns, piers, walls, and arises: 1/4" per 10 ft. but not more than 1". For exposed corner columns, control joint grooves and other conspicuous lines, 1/4" in any bay or 20 ft. maximum; 1/2" maximum in 40 ft. or more.

2. Variation from level or grade in slab soffits, ceilings, beam soffits, and in arises 1/4" in 10 ft., 3/8" in any bay or 20 ft. maximum, and 3/4" in 40 ft. or more. For exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines, 1/4" in any bay or 20 ft. maximum and 1/2" in 40 ft. or more.

3. Variation from position of the linear building lines and related columns, walls, and partitions, 1/2" in any bay or 20 ft. maximum and 1" in 40 ft. or more.

4. Variation in sizes and locations of sleeves, floor openings, and wall openings, 1/4".

5. Variation in cross-sectional dimensions of columns and beams and thickness of slabs and walls, minus 1/4" and plus 1/2".

6. Variation in steps: In flight of stairs, 1/8" for rise and 1/4" for treads. In consecutive steps: 1/16" for rise and 1/8" for treads.

B. Before concrete placement, check the lines and levels of erected formwork. Make corrections and adjustments to ensure proper size and location of concrete members and stability of forming systems. During concrete placement, check formwork and related supports to

ensure that forms are not displaced and that completed work will be within specified tolerances.

## PART 2: PRODUCTS

### 2.1 Materials:

- A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
  - 1. Use flexible spring steel forms or laminated boards to form radius bends as required.
  - 2. Coat forms with a non-staining form release agent that will not discolor or deface surface of concrete.
- B. General: Unless otherwise indicated, construct formwork for concrete surfaces with plywood, metal, metal formed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth surfaces. Furnish in largest practicable sizes to minimize number of joints. Provide form materials of sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.
  - 1. Plywood: Use plywood complying with U.S. Product Standard PS-1, B-B Ply form, Grade 1, exterior grade or better, mill-oiled and edge-sealed.
  - 2. Lumber: Form lumber shall be No. 2 DENSE, of good quality, free from loose knots, holes, twists, shakes, or decay.
- C. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.
- D. Form Ties: Provide factory fabricated, adjustable length, removable or snap-off form-ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal.

## PART 3: EXECUTION

- 3.1 Design forms and falsework to include assumed values of live load, dead load, weight of moving equipment operated on formwork, concrete mix, height of concrete drop, vibrator frequency, ambient temperature, foundation pressures, stresses, lateral stability, and other factors pertinent to safety of structure during construction.

### 3.2 Form Construction

- A. Construct forms complying with ACI 347 to the exact sizes, shapes, lines and dimensions shown, and as required to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways,

recesses, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required. Use selected materials to obtain required finishes.

- B. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage concrete surfaces. Kerf wood inserts for forming keyways, recesses and the like to prevent swelling and assure ease of removal.
- C. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete mortar. Locate temporary openings in as inconspicuous locations as possible.
- D. Form intersecting planes to provide true, clean-cut corners, with edge grain of plywood not exposed as form for concrete.
- E. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints are required to prevent leakage and fins.
- F. Provide shores and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations, using wedges or jacks or a combination thereof. Provide trussed supports when adequate foundations for shore and struts cannot be secured.
- G. Support form facing materials by structural members spaced sufficiently close to prevent deflection. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities and within allowable tolerances. Provide camber in formwork as required for anticipated deflections due to weight and pressures of fresh concrete and construction loads for longspan members without intermediate supports.

3.3 Coating Forms: Coat form contact surfaces with form-coating compound before reinforcement is placed. Do not allow excess form coating material to accumulate in the forms or to come into contact with surfaces, which will be bonded, to fresh concrete. Apply in compliance with manufacturer's instructions.

3.4 Installing Embedded Items:

- A. General: Set and built into the work anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto.
- B. Edge Forms and Pipe Screeds for Slabs: Set edge forms or bulkheads and intermediate pipe screed strips for slabs to obtain required elevations and contours in the finished slab surface. Provide ad secure units to support pipe screeds as required.
- C. Reposition forms to true alignment prior to, during, and after concrete

placement, if necessary.

D. Where electrical or telephone conduit is run at slabs, install beneath required slab thickness. Conduit runs are not allowed in foundation beam trenches. Where conduit must cross foundation beams or where short runs of conduit must be placed within foundation beams, place conduit within top 1/3 of foundation beam.

E. Where vertical runs of conduit or piping interrupt more than 12 inches of concrete slab in any direction, such as at electrical and telephone panels, double the slab thickness for a distance of not less than 24 inches from the group of conduit.

3.5 Cleaning Forms:

A. Remove debris and foreign matter from formwork prior to concrete placement.

B. Remove rust or dirt from reusable hardware prior to installation into formwork.

3.6 Removing Forms:

A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed no sooner than 24 hours, provided the concrete of sufficient strength as not been damaged and curing and protection operations are maintained.

B. Do not remove supporting forms and shores from beams, floors and columns until fourteen (14) days have elapsed from time of pouring and these structural members have attained eighty (80%) per cent of design strength and are capable of carrying their own weight and that of any superimposed load. Do not at any time exceed design live load.

3.7 Form Reuse:

A. Withdraw projecting nails; clean concrete form contact surfaces. Replace with new material when necessary or when directed.

B. Reuse forms only when contact surfaces equal those specified for original use.

C. Floor level shall conform to latest edition of ACI Code and Commentary. Floor level shall be 1/8" per 10' - 0" as stated in code.

3.8 Site Cleaning: Remove debris from project site upon completion of work, or sooner, if directed.

END OF SECTION

## SECTION 03110: STRUCTURAL CAST-IN-PLACE CONCRETE FORMWORK

### PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: The Contractor shall furnish all materials, labor, and equipment to construct all concrete formwork as shown on the Drawings and as specified herein.
- 1.3 Reference Standards: Concrete formwork shall be in accordance with the "Building Code Requirements for Reinforced Concrete" (ACI 318) and "Recommended Practice for Concrete Formwork" (ACI 347).
- 1.4 Tolerances:
  - A. Construct formwork to provide completed cast-in-place concrete surfaces complying with the tolerances specified in ACI 347 and as follows: Variation thickness of slabs and walls, minus 1/4" and plus 1/2".
  - B. Before concrete placement, check the lines and levels of erected formwork. Make corrections and adjustments to ensure proper size and location of concrete members and stability of forming systems. During concrete placement, check formwork and related supports to ensure that forms are not displaced and that completed work will be within specified tolerances.

### PART 2: PRODUCTS

- 2.1 Materials:
  - A. General: Unless otherwise indicated, construct formwork for concrete surfaces with prefabricated forms, plywood, metal, metal formed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth surfaces. Furnish in largest practicable sizes to minimize number of joints. Provide form materials of sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.
    1. Plywood: Use plywood complying with U.S. Product Standard PS-1, B-B Ply form, Grade 1, exterior grade or better, mill-oiled and edge-sealed.
    2. Lumber: Form lumber shall be No. 2 DENSE, of good quality, free from loose knots, holes, twists, shakes, or decay.
    3. Fiberboard: Use fiberboard complying with specification LLL-B-810.
  - B. Form Coatings: Provide commercial formulation form-coating

compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces. Form coating shall be Form Coating by Non-Crete, Debond by L & M, Pro-cote by Protex, or equal.

C. Form Ties: Provide factory fabricated, adjustable length, removable or snap-off form-ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal.

### PART 3: EXECUTION

3.1 Design forms and falsework to include assumed values of live load, dead load, weight of moving equipment operated on formwork, concrete mix, height of concrete drop, vibrator frequency, ambient temperature, foundation pressures, stresses, lateral stability, and other factors pertinent to safety of structure during construction.

3.2 Form Construction

- A. Construct forms complying with ACI 347 to the exact sizes, shapes, lines, and dimensions shown, and as required to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts, and other features required. Use selected materials to obtain required finishes. Formwork for concrete at grade shall be of an adequate depth to be embedded a minimum of six (6) inches in undisturbed soil.
- B. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage concrete surfaces. Kerf wood inserts for forming keyways, recesses and the like to prevent swelling and assure ease of removal.
- C. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete mortar. Locate temporary openings in as inconspicuous locations as possible.
- D. Form intersecting planes to provide true, clean-cut corners, with edge grain of plywood not exposed as form for concrete.
- E. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins.
- F. Provide shores and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations, using wedges, jacks, or a combination thereof. Provide trussed supports when adequate foundations for shore and struts cannot be secured.
- G. Support form facing materials by structural members spaced sufficiently close to prevent deflection. Fit forms placed in successive

units for continuous surfaces to accurate alignment, free from irregularities and within allowable tolerances. Provide camber in formwork as required for anticipated deflections due to weight and pressures of fresh concrete and construction loads for longspan members without intermediate supports.

3.3 Coating Forms: Coat form contact surfaces with form-coating compound before reinforcement is placed. Do not allow excess form coating material to accumulate in the forms or to come into contact with surfaces, which will be bonded, to fresh concrete. Apply in compliance with manufacturer's instructions.

3.4 Installing Embedded Items:

- A. General: Set and built into the work anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of the items to be attached thereto.
- B. Edge Forms and Pipe Screeds for Slabs: Set edge forms or bulkheads and intermediate pipe screed strips for slabs to obtain required elevations and contours in the finished slab surface. Provide and secure units to support pipe screeds as required.
- C. Reposition forms to true alignment prior to, during, and after concrete placement, if necessary.
- D. Where electrical or telephone conduit is run at slabs, install beneath required slab thickness. Conduit runs are not allowed in foundation beam trenches. Where conduit must cross foundation beams or where short runs of conduit must be placed within foundation beams, place conduit within top 3 of foundation beam.
- E. Where vertical runs of conduit or piping interrupt more than 12 inches of concrete slab in any direction, such as at electrical and telephone panels, double the slab thickness for a distance of not less than 24 inches from the group of conduit.

3.5 Cleaning Forms:

- A. Remove debris and foreign matter from formwork prior to concrete placement.
- B. Remove rust or dirt from reusable hardware prior to installation into formwork.

3.6 Removing Forms:

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed not sooner than 24 hours, provided the concrete is of sufficient strength as not to be damaged, and curing and protection operations are maintained.
- B. Do not remove supporting forms and shores from beams, floors, and

columns until fourteen (14) days have elapsed from time of pouring, and these structural members have attained eighty (80%) per cent of design strength and are capable of carrying their own weight and that of any superimposed load. Do not at any time exceed design live load.

3.7

Form Reuse:

- A. Withdraw projecting nails; clean concrete form contact surfaces. Replace with new material when necessary or when directed.
- B. Reuse forms only when contact surfaces equal those specified for original use.

3.8

Site Cleaning: Remove debris from project site upon completion of work, or sooner, if directed.

END OF SECTION

## SECTION 03200: CONCRETE REINFORCEMENT

### PART 1: GENERAL

1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.

1.2 Scope of Work: This section includes reinforcing bars, wire, mesh, accessories, etc. for concrete construction indicated on the Drawings and in specifications. Provide all necessary supplementary items for a complete installation intended by documents.

1.3 Reference Standards: Furnish and install all reinforcing steel and accessories in accordance with "Building Code Requirements for Reinforced Concrete" (ACI 318), "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (ACI 315), "Concrete Sanitary Engineering Structures" (ACI 350)", and CRSI.

1.4 Submittals:

- Provide detailed shop drawings, showing layout, sizes, arrangements, bar supports, etc. for all reinforcing steel, joints, curbs, accessories, etc. Furnish samples, manufacturer's product data, test reports, and materials certifications for joint fillers and sealers.
- Submit in accordance with requirements of Division 1.

1.5 Storage of Materials: Store materials above ground on suitable supports and keep free of foreign material and corrosion, damage, etc., as far as practical.

### PART 2: PRODUCTS

2.1 Materials:

- Reinforcing Bars: Deformed billet steel bars in accordance with ASTM A 615 Supplement S1, having a minimum yield of 60,000 psi.
- Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs.
- Welded Wire Fabric: Electrically-welded wire fabric of cold-drawn wire (70,000 psi yield point) of gage and mesh size indicated on the Drawings. Conform to ASTM A 185 and ASTM A497. Furnish in flat sheets.
- Tie Wire: Annealed steel, black, 16 gage minimum.
- Metal Keys: Heckman No. 95, 16 gage tongue and groove joint, Dayton Superior Screed-Load key, or approved equal, with both stake pin and dowel holes. Provide No. 88, 18 gage tapered channel type stake pins, 15 inches long. Provide approved type metal bar supports as indicated on the Drawings.

F. Bar Support Chairs: CRSI Class I hot dipped galvanized, plastic, ceramic, or stainless steel protected.

2.2 Fabrication: In accordance with CRSI Manual of Standard Practice.

**PART 3: EXECUTION**

3.1 Placing Reinforcement, General:

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials, which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement as shown on plans or to obtain at least minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

3.2 Installation:

- A. Placement: Bar supports, CRSI 65. Reinforcing bars, CRSI 63.
- B. Steel Adjustment: Move within allowable tolerances to avoid interference with other reinforcing steel, conduits, or embedded items. Do not move bars beyond allowable tolerances without concurrence of A/E. Do not heat, bend, or cut bars without concurrence of A/E.
- C. Splices: All splices, laps, and dowels shall be at a minimum Class C per ACI. Tie securely with wire to prevent displacement of splices during placement of concrete. Do not splice bars except at locations shown on the Drawings without concurrence of A/E. Stagger all laps.
  1. Lap top bars at mid-span and bottom bars at pile. Lap all bars a minimum of 15 inches.
  2. Provide standard 90 degree hooks at all top bars at discontinuous ends.
  3. Provide corner bars at all discontinuous ends, same number and size as outside beam bars and with a lap of 15 inches minimum each way.
  4. Lap all continuous bars a minimum of 30 bar diameters. Stagger laps in slabs a minimum of 24 inches.
- D. Wire Fabric: Install in longest practicable length. Lap adjoining pieces two full wire spaces minimum and tie splices with 16 gage wire. Do not make end laps midway between supporting beams, or directly over beams of continuous structures. Offset end laps in

adjacent widths to prevent continuous laps. In lieu of adequate support for mesh, left the mesh during placing of concrete so that it is completely surrounded by concrete and not less than two (2") inches above the bottom of slabs.

- E. Cleaning: Remove dirt, grease, oil, loose mill scale, excessive rust, and foreign matter that will reduce bond with concrete.
- F. Protection During Concreting: Keep reinforcing steel in proper position during concrete placement.

END OF SECTION

## SECTION 03300E: PORTLAND CEMENT CONCRETE PAVEMENT

### PART 1: SCOPE OF WORK

1.1 This section covers the requirements for Portland Cement Concrete Pavement construction.

### PART 2: GENERAL

2.1 All work shall be in accordance with the requirements of Section 601 of the Louisiana Standard Specifications for Roads and Bridges, 2026 Edition (as amended herein), the standard requirements of the Jefferson Parish Department of Public Works, and the plan details.

2.2 Construction shall conform to the applicable standard details for the Jefferson Parish Department of Public Works and the details shown on the plans. All concrete slab surfaces shall have a broomed finish. Curing shall commence as soon as concrete has taken initial set.

2.3 Concrete construction subject to vehicular traffic may be opened to traffic after 3 days if test beams or cylinders have been made and tested for minimum strengths set forth in Section 601.20 of the Louisiana Standard Specifications for Roads and Bridges, 2026 Edition.

2.4 There will be no adjustment in bid prices for thickness or strength deficiencies. Project Engineer reserves the right to require removal and replacement of all deficient areas. All slabs to meet the minimum thickness shown on the plans.

### PART 3: MATERIALS

3.1 All materials shall conform to the referenced requirements set forth above.

3.2 Concrete shall be Class AA, 4000 psi minimum strength at 3 days; minimum of 7 sacks of cement per cubic yard of concrete; water content not to exceed 6 gal/sack cement.

3.3 Concrete shall have a slum range of 2 inches to 4 inches maximum.

3.4 Reinforcing steel shall be deformed billet steel, ASTM Designation A-615  
Load transfer devices shall be plain billet steel, ASTM Designation A-615.

3.5 Liquid membrane curing compound shall conform to AASHTO Designation M-148.

PART 4: MEASUREMENT AND PAYMENT

4.1 Measurement for portland cement concrete roadway construction will be made based on square yards installed. No direct payment will be made for joints, dowels, sealers, etc. Payment shall be made at the contract unit price bid per SQUARE YARD for:

4.2 SECTION 03300E: "7" PORTLAND CEMENT CONCRETE PAVEMENT"  
(BID ITEM 14)

END OF SECTION

## SECTION 05501: MISCELLANEOUS METAL

### PART 1: GENERAL

1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division I as appropriate, apply to the Work specified in this Section.

1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of shop fabricated ferrous metal items, galvanized and prime painted and other accessories, as shown on the Drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.

1.3 Qualifications:

- A. Miscellaneous metal items and their related components may or may not necessarily be described individually in the Work of this Section. Furnish and install such miscellaneous items in accordance with the intent of the Drawings and Specifications and as required to complete the Work.
- B. Meet requirements and recommendations of the local building code and the applicable portions of the latest editions of the following standards:
  - International Building Code (IBC)
  - National Fire Protection Association 101 (NFPA 101)
  - American Society for Testing Materials (ASTM)
  - American Institute of Steel Construction (AISC)
  - American Welding Society (AWS)
  - American National Standards Institute (ANSI)
  - National Association of Architectural Metal Manufacturers (NAAMM)
  - Federal Specifications (FS)
  - Commercial Standards (CS)
  - Americans with Disabilities Act (ADA)
  - Architectural Barriers Act (ABA)

1.4 Submittals:

- A. Submit shop drawings for approval of all fabricated miscellaneous items. Indicate fabrication, assembly and erection details, sizes of all members, fastenings, supports and anchors, patterns, clearances, and all necessary connection to Work of other trades. For standard manufactured items, catalog cuts may be submitted.
- B. Submit specified certificates.
- C. Submit in accordance with requirements of Division 1.

1.5 Product Handling: Carefully handle materials to prevent damage to surfaces, edges, ends and finish and store at the site above ground in a covered dry

location. Remove damaged items that cannot be restored to like-new condition and replace at no additional cost to the Owner.

## PART 2: PRODUCTS

2.1 Basic Materials:

- A. Structural Shapes: ASTM A 36.
- B. Steel Pipe: ASTM A 53, Schedule 40.
- C. Steel Tubing: ASTM A 500, Grade A, or ASTM A 501.
- D. Gray Iron Castings: ASTM A 48.
- E. Stainless Steel: ASTM A 240, Type 316, No.4 Finish.
- F. Extruded Aluminum: 6063-T5.
- G. Aluminum Sheet and Plate: 6061-T4.
- H. Bolts for Structural Steel Connections: ASTM A325 high strength bolts.
- I. Welding Electrodes: Grade SAW-I for submerged arc welding and E70 Series electrodes for manual arc welding. All electrodes in accordance with ASTM A 233.
- K. Pipe Bollards: Steel, ASTM A 53, Schedule 40.

2.2 Prime (Shop Paint):

- A. Exterior Exposed Ferrous Metal: Tnemec Series 394 Perimeprime or prior approval equal @ 2.5-3.5 dry mils. Surfaces to be prepared in accordance with SSPC-SP3 Power Tool Cleaning. Verify primer is compatible with field applied top coats.
- B. All other Ferrous Metal: Southern Coatings Heavy Duty RIP 900, Tnemec Series 88 or approved equal.

2.3 Galvanizing: Hot-dip galvanizing or zinc coatings applied to products fabricated from rolled, pressed and forged steel shapes, plates, bars and strips shall comply with ASTM A 123. Hot-dip galvanizing or zinc coatings on assembled steel products shall comply with ASTM A 386. Except for bolts and nuts, all galvanizing shall be done after fabrication. Galvanized finish shall be uniform, with no accumulations of zinc coating which would detract from appearance of painted finishes.

2.4 Galvanizing Repair Paint: Galvilit Galvanizing Repair Compound in silvery finish.

- A. 95% zinc in the dry film using only Type III "ultra pure" ASTM-D-520 zinc (lead and cadmium free).
- B. Meet or exceed Federal Specification DOD-P-211035 (Galvanizing Repair Spec.) Mil-P-269115A.
- C. Low VOC.
- D. ISO 9001 registered.

2.5 Miscellaneous Items:

- A. Supplementary Structural Steel: Furnish all supplementary structural framing incorporated in the project design and detailed on the Drawings as a part of Miscellaneous Metal Work. Coordinate with

other trades.

- B. Miscellaneous Lintels, Shelf Angles, Beams and Plates: Provide miscellaneous lintels and shelf angles as indicated or required. Lintels shall have six (6) inch bearing at each end unless shown otherwise.
- C. Miscellaneous Fasteners: Furnish all bolts, nuts, anchor bolts, plates, anchors, tees, clamps, hangers, nails, spikes, screws, straps, toggle and expansion bolts, and other items of rough hardware of sufficient size and number to tie together the various parts of the building and secure all of its parts in place. Such miscellaneous items shall be of same material as metals they contact. Provide zinc coated fasteners for exterior use or where built into exterior wall.

2.6

Miscellaneous Fabrications:

- A. Verify all measurements and take all field measurements necessary before fabrication.
- B. Exposed fastenings shall be compatible materials, shall generally match in color and finish, and shall harmonize with the materials to which fastenings are applied.
- C. Include materials and parts necessary to complete each item, even though such Work is not definitely shown or specified. Provide the necessary rivets, lugs and brackets so that the Work can be assembled in a neat and substantial manner. Drill or punch holes for bolts and screws. Poor matching of holes shall be cause for rejection. Conceal fastenings where practicable. Form joints exposed to weather to exclude water.
- D. Painting and Protective Coating: Properly clean all ferrous metal and provide one shop coat of specified shop primer. Coat anchors that are built into masonry with asphalt paint unless specified to be galvanized. Touch-up all field welds and welds made after galvanizing with two (2) coats of specified repair paint.
- E. Provide miscellaneous steel framing and supports, which are not a part of structural steel frame work, as, required to complete work. Fabricate miscellaneous units to sizes, shapes and profiles indicated or, if not indicated, of required dimensions to receive adjacent work to be retained by framing. Except as otherwise indicated, fabricate from structural steel shapes, plates, and steel bank of welded construction using mitered joints for field construction. Cut, drill and tap units to receive hardware and similar items.

2.7

Pipe Railings:

- A. Comply with all codes, NAAMM, ANSI, and AISC requirements. Comply with all requirements of ADA and ANSI A117.1 "Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People", NFPA Life Safety Code 101:7.2, and Americans with Disabilities Act" (ADA). Design railings to withstand minimum 250lbs. applied in any direction to the top rail. Submit certificates of compliance. Submit shop drawings prepared and

stamped by a Structural Engineer licensed to practice in the state of Louisiana certifying that all handrail systems have been designed to meet the above requirements.

B. Form railings to design indicated, 1-1/4 inch minimum and 1-1/2 inch maximum diameter Schedule 40 (galvanized exterior only) steel pipe, with all turns and easing. Use flush type fittings with full-welded connections.

C. Joints at tees and crosses may be formed by the use of flush-type fittings and welding or by notching ends of pipe to fit the contour of pipe to which it is joined and then welding without the use of fittings.

D. Set vertical pipe supports extending into concrete into built-in steel pipe sleeves; caulk joints between rail uprights and sleeves with quick-setting anchor cement.

E. Provide all required anchorage members. Close all ends of tubing and pipe. Provide floor flanges, eye bolts as indicated.

F. Dress all welds smooth.

G. Provide shop paint and touch-up as required. Leave ready for finish painting.

2.8 Insect Screens: Provide full screens with extended aluminum tubular frames, 18 x 16 aluminum mesh screen cloth, with removable screens.

2.9 Corrugated Steel Draftstops: 26 gage, galvanized steel corrugated roofing sheet, 1-1/4 inch thick corrugations.

2.10 Electrical Pole-Top Crossarms: Construct/Furnish as indicated on the Drawings, all galvanized construction. Coordinate fixture supports with fixture supplier and manufacturer. See also Division 16, Electrical, for Contractor's option which would delete these locally constructed supports.

2.11 Dugout Metal:

A. Steel: ASTM A 36, galvanized shapes and sizes as indicated on the Drawings.

B. Roof: 18 gage, galvanized steel corrugated roofing sheets, 1-1/4" corrugations.

2.12 Steel Pipe Equipment Supports and Sleeves: Provide galvanized steel pipe supports and sleeves and galvanized steel channels as indicated and required to properly support electrical equipment. Weld or bolt all connections.

2.13 Expanded Metal: Carbon Steel Flattened 2-8 lb. per square feet, 1.33" x 5.67" diamond pattern, .285" x .160" strand size. Expanded metal for exterior use shall be galvanized.

## PART 3: EXECUTION

3.1 Preparation: Take field measurements prior to preparation of shop drawings and fabrication, where possible.

3.2 Workmanship:

- A. Metal surfaces shall be clean and free from mill scale, flake rust and rust pitting; well formed and finished to shape and size, with sharp lines and angles and smooth surfaces. Weld permanent connections. Welds shall be finished flush and smooth on surfaces that will be exposed after installation. Do not use screws or bolts where they can be avoided; where used, countersink heads, screw up tight, and nick threads to prevent loosening.
- B. Conceal fastenings where practicable. Thickness of metal and details of assembly and supports shall give ample strength and stiffness. Form joints exposed to weather to exclude water. Provide holes and connections for the Work of other trades.

3.3 Coordination: At proper time, deliver and set in place items of metal work to be built into adjoining construction. Coordinate with other trades. Provide all required steel for connection of their Work.

3.4 Pipe Railings: Install in locations and as indicated on the Drawings. Attach to walls, floors, structure as indicated and/or required for a plumb, true, and completely rigid installation.

3.5 Cutting and Repairing: Cutting, when approved, and repairing shall be done by the trade that installed the original Work. Avoid damage to adjacent Work. Repair items in a manner that will not be obvious as a patch. Remove and replace Work that cannot be satisfactorily repaired.

3.6 Draft Stops: Weld, bolt or screw corrugated sheets to angle iron supports as required for a rigid installation. Fabricate angle iron frame for penetrations through draftstops. Seal penetrations and space between draftstop and ceilings with non-combustible compressible fibrous material. Lap sheets two full corrugations and screw.

3.7 Electrical Pole-Top Supports: Install on wooden poles as indicated on the Drawings. Supports shall be absolutely level, plumb, and true.

3.8 Pipe Equipment Supports: Place concrete in holes to depth of pot and sleeve bottoms. Set posts plumb to 1/4 inch in 10 feet. Fill holes with concrete as indicated on the Drawings. Crown surface of concrete to slope away from posts.

3.9 Dugout Installation: Coordinate dugout steel supports with chain link fence supplier and verify existing fence post spacing. Lap galvanized roofing corrugations at sides, no end laps allowed (provide in one-piece lengths).

Attach to steel supports at both ends and midspan with manufacturer's standard clips, rivets, or other fasteners at approximately eight (8) inches o.c. All fasteners shall have neoprene washers and sealant or other approved means of making watertight connection.

3.10      Expanded Metal Screens: Mount expanded metal and insect screens on "in" side rabbet of double rabbeted hollow metal frame with insect screens on outside. Expanded metal will be welded to glazing stops to facilitate removing screens. Tack all loose ends to glazing stop. Touch-up welds with galvanizing repair paint. Finish paint as per specifications prior to assembly. Touch-up scratches caused by final assembly.

3.11      Cleaning: Remove soil, stain, and extraneous materials from adjacent surfaces. Remove foreign matter and clean metal work to satisfactory condition to receive finish coats. Clean exposed surfaces to a neat, uniform appearance.

3.12      Painting: Finish painting of items not factory finished is specified in the Painting Section.

END OF SECTION