

PROJECT MANUAL

A/E PROJECT NO. 24-1130-0015

LAKE VISTA COMMUNITY CENTER ROOF REPLACEMENT
6500 SPANISH FORT BLVD., NEW ORLEANS, LA 70124



LAKE FRONT MANAGEMENT AUTHORITY
6001 STARS AND STRIPES, SUITE 219 | NEW ORLEANS, LA 70126



meyer

ENGINEERS + ARCHITECTS

MEYER ENGINEERS, LTD.
ENGINEERS AND ARCHITECTS

4937 Hearst Street | Suite 1B | Metairie, Louisiana 70001

SEPTEMBER 17, 2024

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Project Name: **LAKE VISTA COMMUNITY CENTER ROOF REPLACEMENT**

Date: **SEPTEMBER 17, 2024**

ARCHITECTURAL SPECIFICATIONS: The following specification sections were prepared by me or under my direct personal supervision:



Meyer Engineers, LTD.
Engineer & Architect
Alfonso Romero

END OF ARCHITECTURAL

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Lakefront Management Authority (LMA), 6001 Stars & Stripes Blvd., Terminal Bldg., Suite 219, New Orleans, Louisiana 70126 until **2:00 p.m. on MARCH 18, 2025**

FOR: **LAKE VISTA COMMUNITY CENTER ROOF REPLACEMENT**

Complete Bid Documents for this project are available in electronic and printed form. Printed bid documents are available upon payment of **Seventy-Five Dollars (\$75.00)** per set. Payment for drawings is non-refundable. Printed Bid Documents may be obtained from:

Meyer Engineers, Ltd. | 4937 Hearst Street, Suite 1B, Metairie, LA 70001 |
Attn: Alfonso Romero, Email: meyer@meyer-e-l.com | Phone: 504-885-9892

Electronic Bid Documents may be obtained without charge and without deposit at:

Lakefront Management Authority Website: nolalakefront.com or
Central Auction House website: www.centralauctionhouse.com

All bids shall be accompanied by bid security in the form of certified check, cashier's check, or Bid Bond as prescribed by LA RS 38:2218.A.C, in the amount equal to at least five percent (5%) of the total amount bid and payable without conditions to the Owner as a guarantee that the Bidder, if awarded the Contract, will promptly execute a Contract in accordance with bid proposal and all terms and conditions of the Bid Documents.

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

A MANDATORY PRE-BID CONFERENCE WILL BE HELD

**at 10:00 a.m. on FEBRUARY 27 2025
at the Lake Vista Community Center,
6500 Spanish Fort Blvd., Suite 200,
New Orleans, LA 70124.**

Bids shall be accepted only from those bidders who attend the **MANDATORY** Pre-Bid Conference in its entirety. A **highly-encouraged jobsite visit** will be held following the Pre-Bid Conference. The jobsite visit is not mandatory, but is **highly encouraged** for those submitting a bid to attend. The jobsite visit being conducted by LMA will facilitate access to project features that are located on private property. Outside of the recommended site visit, the Contractor may not have access to the facilities located on private property.

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

Contact the Lakefront Management Authority at (504) 355-5990 if directions are needed to the Mandatory Pre-Bid Conference or the highly encouraged Jobsite Visit.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2163 for the classification of **ROOFING AND SHEET METAL, SIDING.**

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212 (A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity. The Lakefront Management Authority encourages, to the extent feasible, participation by minority and woman-owned businesses in all bids and proposals for goods and services. It also encourages the structuring of major projects into categories which may commensurate with the capabilities of Disadvantaged Business Enterprises, and actively encourages major prime contractors to provide opportunities for these businesses to become involved as subcontractors.

THE TIMES PICAYUNE AND THE ADVOCATE: February 5, 2025
February 12, 2025
February 19, 2025

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINITIONS

- 1.1 The Bid Documents include the following:
- Advertisement for Bids
 - Instructions to Bidders
 - Bid Form
 - Bid Bond
 - Contract Between Owner and Contractor
 - Performance and Payment Bond
 - Affidavit
 - General Provisions
 - Special Provisions
 - User Agency Documents (if applicable)
 - Other Documents (if applicable)
 - Addenda issued during the bid period and acknowledged in the Bid Form
- 1.2 All definitions set forth in the General Provisions and the Special Provisions of the Contract are applicable to the Bid Documents, unless otherwise specifically stated or written.
- 1.3 Addenda are written, and/or graphic instruments issued by the Engineer prior to the opening of bids which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections and prior approvals.
- 1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bid Documents.
- 1.5 Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.
- 1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted.
- 1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the Bid Documents.
- 1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.
- 1.9 Where the word "Engineer" is used in any of the documents, it shall refer to the Prime Designer of the project, regardless of discipline.

ARTICLE 2 – PRE-BID CONFERENCE

- 2.1 A Pre-Bid Conference shall be held at the time and location described in the Advertisement for Bids. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference, bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Bidders who are not in attendance for the entire Pre-Bid Conference will be considered to have not attended.
- 2.2 Any revision of the Bid Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

ARTICLE 3 – BIDDER'S REPRESENTATION

- 3.1 Each Bidder by making his bid represents that:
 - 3.1.1 He has read and understands the Bid Documents and his bid is made in accordance therewith.
 - 3.1.2 He has had the opportunity to visit the site and has familiarized himself with the local conditions under which the work is to be performed.
 - 3.1.3 His bid is based solely upon the materials, systems, and equipment described in the Bid Documents as advertised and as modified by addenda.
 - 3.1.4 His bid is not based on any verbal instructions contrary to the Bid Documents and addenda.
 - 3.1.5 He is familiar with the Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm. (La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any Contract entered into in violation of this clause shall be null and void.
- 3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

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

ARTICLE 4 – BID DOCUMENTS

4.1 Copies

4.1.1 Bid Documents may be obtained from the Lakefront Management Authority as stated in the Advertisement for Bids.

4.1.1.1 One (1) set of Plans and Specifications shall be furnished to each Bidder.

4.1.1.2 In addition to the availability of printed Bid Documents, the Lakefront Management Authority will provide the Bid Documents in electronic format. They may be obtained without charge and without deposit as stated in the Advertisement for Bids.

4.1.1.3 Where electronic distribution is provided, all other plan holders are responsible for their own reproduction costs.

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

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

4.2 Interpretation or Correction of Bid Documents

4.2.1 The Contract and Bonds which govern the Work shall be performed in accordance with the Plans and Specifications. ~~Items not covered in the provided plans and specifications shall be performed in accordance with the Louisiana Standard Specifications for Roads and Bridges, current edition.~~ The Bidder understands that all quantities for performing the Work have been estimated by the Engineer, and that the Bid shall be the sum of the quantities multiplied by their respective unit rates.

4.2.2 Bidders shall promptly notify the Lakefront Management Authority contact person listed in the Advertisement for Bids of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.

4.2.3 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Lakefront Management Authority contact person listed in the Advertisement for Bids, to reach him at least seven days prior to the date for receipt of bids.

4.2.4 Any interpretation, correction, or change of the Bid Documents will be made by addendum. Interpretations, corrections, or changes of the Bid Documents made in any

other manner will not be binding and Bidders shall not rely upon such interpretations, corrections, and changes.

4.3 Substitutions

- 4.3.1 The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. No substitutions shall be allowed after bids are received.
- 4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Engineer at least seven (7) working days prior to the opening of bids. (La.R.S.38:2295C) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary, required by the Engineer, for an evaluation. Refer to Division 1 – General Specifications, Section 01635 – Substitution Procedures, included in this specification.

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

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

4.4 Addenda

- 4.4.1 Addenda will be emailed or delivered to all who are known by the Lakefront Management Authority to have received a complete set of Bid Documents.
- 4.4.2 Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose.
- 4.4.3 Except as described herein, addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re- advertising. The Lakefront Management Authority shall be consulted prior to issuance of such an addendum and shall approve such issuance. The revised time and date for the opening of bids shall be stated in the addendum.

- 4.4.4 Each Bidder shall ascertain from the Lakefront Management Authority prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.
- 4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Lakefront Management Authority.

ARTICLE 5 – BID PROCEDURE

5.1 Form and Style of Bids

- 5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Engineer.
- 5.1.2 All blanks on the Bid Form shall be filled in manually in ink or typewritten.
- 5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.
- 5.1.4 Any interlineation, alteration, or erasure must be initialed by the signer of the bid or his authorized representative.
- 5.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the bid non-responsive and shall cause its rejection.
- 5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work.
- 5.1.7 Bidders are strongly cautioned to ensure that all blanks on the bid form are completely and accurately filled in.
- 5.1.8 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.
- 5.1.9 The bid shall include the legal name of Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract.

The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable under any of the following conditions:

- a) Signature on bid is that of any corporate officer or member of a partnership or partnership in commendam listed on most current annual report on file with Secretary of State.
- b) Signature on bid is that of authorized representative of corporation, partnership,

or other legal entity and bid is accompanied by corporate resolution, certification as to the principal, or other documents indicating authority.

- c) Corporation, partnership, or other legal entity has filed in the records of the Secretary of State, an affidavit, resolution or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.

The name and license number on the envelope shall be the same as the entity identified on the Bid Form.

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

5.2 Bid Security

- 5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in the amount identified in the advertisement for bids.

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

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Bid Documents, within ten (10) days after written notice that the instrument is ready for his signature.

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

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

5.3 Submission of Bids

- 5.3.1 The Bid shall be sealed in an envelope. The bid envelope shall be identified on the

outside with the name of the bid, and the name, address, and license number of the Bidder. The envelope shall contain only one bid form and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to Lakefront Management Authority at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

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

Lakefront Management Authority
6001 Stars and Stripes Blvd, Suite 219
New Orleans, LA 70126

- 5.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.
- 5.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
- 5.3.4 Oral, telephonic, or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

5.4 Bidder Requirements

It is the responsibility of each Bidder before submitting a Bid to:

- 5.4.1 Examine the Bidding Documents including the Plans and Specifications and any Addenda or related data identified in the Bidding Documents;
- 5.4.2 Visit the Project Site to become familiar with the local conditions if they are believed to affect cost, progress, or the completion of the Work;
- 5.4.3 Become familiar and satisfied with all federal, state, and local Laws and Regulations that may affect cost, progress, or the completion of the Work;
- 5.4.4 Study and correlate all information known to the Bidder including observations obtained from Bidder's visits, if any, to the Project Site, with the Bidding Documents;
- 5.4.5 Submit a written notice to the Engineer within three (3) days regarding any conflicts,

errors, ambiguities, or discrepancies discovered in the Bidding Documents and confirm that the written resolution thereof by the Engineer is acceptable to the Bidder; and

- 5.4.6 Determine that the Bidding Documents are generally sufficient to convey an understanding of all terms and conditions for completing the required Work.

The submission of a Bid will constitute an incontrovertible representation that the Bidder has complied with every requirement of the Bid Documents including all requirements specified in the Advertisement for Bids, the Instruction To Bidders, and the Plans and Specifications.

5.5 Modification or Withdrawal of Bid

- 5.5.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with La. R.S. 38:2214 which states, in part, "Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty eight hours of the Bid Opening excluding Saturdays, Sundays and legal holidays".
- 5.5.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.
- 5.5.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders. No bid can be withdrawn after the hour set for opening such bid except as provided in LSA-R.S. 38:2214C, i.e. bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the Lakefront Management Authority within forty-eight (48) hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or material used in the preparation of the bid sought to be withdrawn. If the Lakefront Management Authority determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or service, as opposed to a judgment error, and that the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor. A contractor who attempts to withdraw a bid under these provisions shall not be allowed to resubmit a bid on the project (LSA-R.S.38:2214D).
- 5.5.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

ARTICLE 6 – CONSIDERATION OF BIDS

6.1 Opening of Bids

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

6.2 Rejection of Bids

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

6.3 Acceptance of Bid

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

6.4 Notice of Award

- 6.4.1 The Owner, or its designated bidding agent, shall provide written notice to the Successful Bidder stating that the Owner will sign and deliver the Contract upon compliance with the conditions enumerated therein and within the time specified.

ARTICLE 7 – POST-BID INFORMATION

7.1 Submissions

- 7.1.1 The Contractor shall submit all required deliverables in conformance with the Bid Documents.

It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, Suppliers and labor.

- 7.1.2 The Contractor will be required to establish to the satisfaction of the Engineer the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's/or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure,

abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner be obligated to mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

- 7.1.3 Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner and the Engineer.

In accordance with La. R.S. 38:2227, LA. R.S. 38:2212.10 and LA. R.S. 23:1726(B) each bidder on this project must submit the completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package. The Attestations Affidavit form shall be submitted to Lakefront Management Authority within 10 days after the opening of bids.

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to the total contract price as awarded. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the Contract amount or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the Contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the Contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the Lakefront Management Authority.

8.2 Time of Delivery and Form of Bond

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

8.2.2 8.2.2 Bond shall be in the form furnished by the Lakefront Management Authority,

entitled CONTRACT BETWEEN OWNER AND CONTRACTOR and PERFORMANCE AND PAYMENT BOND, copies of which are included in the Bid Documents.

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

8.3 Recordation of Contract and Bond [38:2241A (2)]

8.3.1 The Contractor 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. The Contractor shall obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate immediately to the Lakefront Management Authority contact person listed in the Advertisement for Bids. No request for payment will be processed until receipt of the Certificate of Recordation.

ARTICLE 9 – FORM OF CONTRACT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be furnished by the Lakefront Management Authority, an example of which is bound in the Bid Documents.

9.2 Award

9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy of a Disclosure of Ownership Affidavit stamped by the Secretary of State, a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor.

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Lakefront Management Authority
6001 Stars and Stripes Blvd., Suite 219
New Orleans, LA 70126
(Owner to provide name and address of owner)

BID FOR: LAKE VISTA COMMUNITY CENTER
ROOF REPLACEMENT
6500 Spanish Fort Blvd.,
New Orleans, LA 70124
(Owner to provide name of project and 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: Meyer Engineers, Ltd. and dated: September 17, 2024.
(Owner to provide name of entity preparing bidding documents.)

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

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

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

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of: _____ Dollars (\$ _____)
N/A

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of: _____ Dollars (\$ _____)
N/A

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of: _____ Dollars (\$ _____)
N/A

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: Lakefront Management Authority **BID FOR: Lake Vista Community Center Roof Replacement**
6001 Stars and Stripes Blvd., Suite 219
New Orleans, LA 70126
(Owner to provide name and address of owner)

6500 Spanish Fort Blvd.
New Orleans, LA 70124
(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.# <u>Stainless Steel Coping</u>		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
01	255	L.F.	

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

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

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

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

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

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

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

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

BIDDER'S CHECK LIST

Information on Bid Envelope

- _____ Company's Name and Address
- _____ Louisiana Contractor's License Number (if bid over \$50,000, or more)
- _____ Owner's Project Name

Information on Proposal Forms Located in Specifications

- _____ Fill in Proposal with Company's Information
- _____ Check for Arithmetic Correctness (errors to be corrected per General Conditions paragraph 1.11)
- _____ Acknowledge Addenda
- _____ Sign Bid

Bid Proposal Required Attachments

- _____ 5% of Bid Cashier's Check, Cash or Bid Bond
- _____ Corporate Resolution indicating Proof of Authorization of person who's Signature is on the Bid form.

**BID BOND
FOR
LAKEFRONT MANAGEMENT AUTHORITY PROJECTS**

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the Lakefront Management Authority (Obligee), in the full and just sum of _____, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

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

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

LAKE VISTA COMMUNITY CENTER ROOF REPLACEMENT

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

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER
OR ATTORNEY-IN-FACT (SEAL)

BY: _____
AGENT

CONTRACT/PROJECT NAME

LAKE VISTA COMMUNITY CENTER ROOF REPLACEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

ATTESTATIONS AFFIDAVIT

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

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

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

(a) Public bribery (R.S. 14:118)

(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 provisions 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
of (R.S.14:67.20)

(h) Contractors; misapplication
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)

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

A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the Contract, Appearer shall continue, during the term of the Contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the Contract, Appearer shall require all Subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

CONTRACT/PROJECT NAME

Name of Project

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

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

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

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

Notary Public

CONTRACT BETWEEN OWNER AND CONTRACTOR

BEFORE the undersigned, a Notary Public, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

The Lakefront Management Authority ("Management Authority" or "Owner"), a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District"), with its office located at 6001 Stars and Stripes Boulevard, New Orleans Lakefront, Terminal Building, Suite 219, New Orleans, Louisiana 70126, appearing through its Executive Director, Louis J Capó, duly authorized by a Resolution adopted by the Management Authority, and,

_____ ("Contractor"), a Louisiana _____, with its registered office located at _____, appearing through its sole member and manager, _____;

who declared, that for and in consideration of the payment, hereinafter provided for, to be made by the Management Authority, Contractor agrees and is obligated to furnish all labor, equipment, supplies, materials, and to perform all work necessary for the Lake Vista Community Center Roof Replacement (the "project"), and all other work required under and in accordance with the Bid by Contractor dated on _____, Contract Documents and Specifications prepared by Meyer Engineers, Ltd., _____, dated on September 17, 2024, Project No. _____, and Addenda _____, copies of which are incorporated and made a part hereof (the "work"), for the total price and sum of \$ _____ (the "Contract Sum"). The Contractor represents that its federal taxpayer identification number is _____.

It is recognized by the parties herein that the Contract Documents, including by way of example and not of limitation, the Plans, Specifications (including General Provisions, Special Provisions, and Technical Specifications), any Addenda thereto, Instructions to Bidders, this Contract, Advertisement For Bids, Affidavits, Bid Form, Bonds (Bid, Performance, and Payment), any Submitted Post-Bid Documentation, Notice of Award, Notice to Proceed, and Change Orders, if any, impose duties and obligations upon the parties herein, and the parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner (Notice to Proceed) and shall be completed within forty-five (45) consecutive calendar days from and after the commencement date (the "Contract Time").

Liquidated Damages: For each day the Work remains incomplete beyond the Contract Time, or Extension of Contract Time the sum of **five hundred dollars (\$500.00)** per calendar day will be deducted from any money due to the Contractor as liquidated damages. Additionally, a penalty of **three hundred fifty dollars (\$350.00)** for each day beyond the allotted timeframe for completing the punch list. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due under this Contract to the Contractor.

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes 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 Contract shall be governed under and by the laws of the State of Louisiana. Further, the parties acknowledge that this Contract has been entered into pursuant to the Louisiana Public Bid Law, La.Rev.Stat. 38:§2211, et seq. and agree that all terms and conditions required under the Louisiana Bid Law are incorporated herein as if written in their entirety.

The provisions of this Contract shall be enforced, and venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall be in the Civil District Court for the Parish of Orleans, State of Louisiana.

In the event of litigation between the parties concerning this Contract, the parties agree that the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees, expenses and costs against the non-prevailing party.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to terminate this Contract without notice or liability, and, in its discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

This Contract shall not be transferred or assigned by the Contractor without the prior written consent of the Owner.

This Contract constitutes the entire Contract between the Owner and the Contractor and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified or cancelled by a duly written instrument executed by the parties.

All notices required to be given under the Contract Documents shall be in writing and either personally served by hand delivery, sent by United States mail, sufficient postage prepaid, certified mail return receipt requested, or sent by a nationally recognized overnight commercial delivery service, and addressed to the parties at the addresses set forth above in this Contract, and shall be deemed to be given on the day that such Notice is received by the Party to whom it is sent. If notice is sent by Certified Mail and it is refused by the recipient and returned to the Post Office, notice shall be deemed to have been given on the date the recipient rejected the notice by Certified Mail.

Neither the form nor any language of this Contract shall be interpreted or construed in favor of or against either party hereto.

Nothing herein shall be construed as creating any personal liability on the part of any commissioner, public official, or officer or member of the public body which is a party to this Contract, or any of their representatives, agents, staff members, personnel or employees.

If any term or provision of this Contract, or of any of the Contract Documents, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

The services contracted for are of such a nature, and the size of the contract, is such that Contractor's performance hereunder does not significantly impact Contractor's operations. Should the Contractor be adjudicated a bankrupt or there be the appointment of a Receiver for Contractor, or the filing of a bankruptcy, receivership or respite petition by the Contractor or upon Contractor's suspension, failure or insolvency, in such event, ipso facto, this Contract shall terminate, without any further notice to Contractor and without the Management Authority taking any further action.

The Contract Documents identified herewith, and made part hereof, have been paraphrased "NE VARIETUR" by the undersigned Notary for identification herewith. The parties hereto relieve and release the Notary from any and all liability in connection to the terms of the Contract.

This Contract shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

THUS DONE AND PASSED, in multiple originals, on the ____ day of _____, 20____, in the presence of the undersigned competent witnesses, who signed their names with said appearer and me, Notary, after reading of the whole.

WITNESSES:

OWNER:

**LAKEFRONT MANAGEMENT
AUTHORITY**

BY: _____
**LOUIS J. CAPO
EXECUTIVE DIRECTOR**

CONTRACTOR:

Contractor (Name)

BY: _____
DULY AUTHORIZED INDIVIDUAL

STATE OF LOUISIANA

PARISH OF ORLEANS

On this ____ day of _____, 20____, before me, the undersigned authority, personally came and appeared:

who declared and acknowledged to me that he executed the foregoing Contract and signed same for the purposes and object therein expressed, acting in the capacity of _____ for

_____.

(Signature)

**SWORN TO AND SUBSCRIBED
BEFORE ME, THIS ____ DAY
OF _____, 20____.**

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ORLEANS

On this ____ day of _____, 20____, before me, the undersigned authority, personally came and appeared:

_____ who declared and acknowledged to me that he executed the foregoing Contract and signed same for the purposes and object therein expressed, acting in the capacity of _____ for _____.

(Signature)

**SWORN TO AND SUBSCRIBED
BEFORE ME, THIS ____ DAY
OF _____, 20____.**

NOTARY PUBLIC

Performance and Payment Bond:

To these presents personally came and intervened _____, herein acting for _____, a corporation, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of _____ Dollars(\$). By issuance of this bond, the surety acknowledges they are in compliance with La. R.S. 38:2219.

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

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

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

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, sex, religion, national origin, genetic information, age, or disabilities. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

In Witness whereof, the parties hereto on the day and year first above written have executed this Contract in eight (8) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

**LAKEFRONT MANAGEMENT
AUTHORITY**

BY: _____
Louis J. Capo, Executive Director

BY: _____

SURETY: _____

BY: _____
ATTORNEY IN FACT

ADDRESS

TELEPHONE NUMBER

STATE OF LOUISIANA
PARISH OF ORLEANS

PROJECT NO. 24-1130-0015
NAME: Lake Vista Community Center
Roof Replacement
LOCATION: Orleans Parish, Louisiana

AFFIDAVIT

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

PART I.

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

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

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

PART II.

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

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

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

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

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20__.

NOTARY

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, 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 TOWN OF JEAN LAFITTE
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-TREASURER

DATE

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Lake Vista Community Center Roof Replacement
6500 Spanish Fort Boulevard
New Orleans, Louisiana 70124

THE OWNER:
(Name, legal status and address)

Lakefront Management Authority
6001 Stars & Stripes Boulevard, Terminal Bldg., Suite 219
New Orleans, Louisiana 70126

THE ARCHITECT:
(Name, legal status and address)

Meyer Engineers, Ltd.
4937 Hearst Street, Suite 1B
Metairie, Louisiana 70001

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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.

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

§ 1.1.1.1 Notwithstanding any provisions to the contrary, the Contractor has an express pre-bid duty to clarify the requirements in the Contract Documents. The Contractor must inquire and clarify the requirements in the Contract Documents if a reasonable contractor might believe that the requirements were unclear, ambiguous, inconsistent, erroneous or otherwise susceptible to differing interpretations, including the effect of an omission. Under this pre-bid duty to clarify, the Contractor must request a written interpretation from the Architect prior to submitting a bid. The Contractor's failure to obtain the Architect's written interpretation prior to submitting a bid will result in a knowing and consensual waiver and release by the Contractor of any and all claims associated with additional work or with an extension to the Contract Time arising out of, relating to, or in connection with a breach of this pre-bid duty to clarify.

§ 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 written Modification, signed by the Owner. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

(Paragraphs Deleted)

§ 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 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.

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§ 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 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, 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 in writing 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

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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.

§ 3.2.3.1 Within three days of discovery of, or of acquiring knowledge of, any error, inconsistency or omission in the Contract Documents, the Contractor shall submit a request for information to the Architect, and the Contractor shall not proceed with any Work so affected until receipt: 1) of a written clarification or determination from the Architect or 2) of a written Change Order or Construction Change Directive signed by the Owner.

§ 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 After the Contract has been executed, the Owner and Architect will consider a written request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications) and as defined in this Section 3.4.2. By making requests for substitutions, the Contractor:

1. Represents that the Contractor has investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified,

2. Represents that the Contractor will provide the warranty required in the Contract Documents for the substitution that the Contractor would have provided for the product specified,
3. Certifies that the cost data presented is complete and includes all related costs under this Contract, except for the Architect's redesign costs, and waives all Claims for a increase in the Contract Sum and extensions of the Contract Time related to the substitution, and
4. Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

§ 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. The Contractor's warranty begins on the date certified by the Architect as the date of the Contract achieved Substantial Completion or when the Project was beneficially used by the Owner, whichever occurs first, and the Contractor's warranty term extends through the preemptive period as defined in Louisiana R.S. 9:2772.

§ 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 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 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 and all of the losses incurred by the Owner.

§ 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 7 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; however, in the event of an increase in the Contract Time, the Contract Sum will only be increased in the amount that is equal to the product of the number of days of Excused Delays multiplied by the Stipulated Daily Rate. If the Architect determines that the conditions at the site are not materially different from

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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. Important communications shall be confirmed in writing.

§ 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. 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, such that any delay in the

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completion of these tasks will lengthen the project timeline, unless action is taken. A revised schedule shall be submitted with each Application and Certification for Payment. No payment shall be made until this schedule is received.

§ 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 accordance with the most recent schedules submitted to the Owner and Architect. 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. Said default may be considered grounds for termination by the Owner for cause in accordance with Section 14.2.

§ 3.10.4 Submittal by the Contractor of a schedule or other documentation showing a completion date for their 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 that the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and others in their 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

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. This requirement is of the essence of the contract and 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.

§ 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.

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§ 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.

§ 3.12.5.1 Any and all shop drawings used in the fabrication and/or installation of any equipment, products or materials in connection with this Project must bear the proper review stamp of both the Architect (or Architect's consultants) and the Contractor. Failure to meet this requirement will be grounds for rejection of the Work involved, unless the Work is furnished and installed in strict accordance with the requirements in the Contract Documents.

§ 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.

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§ 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.

§ 3.18.3 The obligations in this Section 3.18 are not limited, diminished or otherwise affected by the insurance that the Contractor is providing, or that the Owner is or may provide in connection with the Project.

§ 3.18.4 The Contractor further agrees to indemnify and hold harmless the Owner and the other Indemnitees from the cost of all attorneys' fees, arbitration fees and costs, arbitrator fees, court costs and expert fees and costs incurred in enforcing any and all terms, conditions and obligations in the Contract Documents, including, but not limited to the obligations in Section 3.18.

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. If no agreement 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.

§ 4.2.12 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 no agreement 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. 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

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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 required by the Contract Documents, the Contractor shall furnish at the Pre-Construction Meeting, to the Owner and 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.

§ 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.

The Contractor shall notify the Architect and Owner when a subcontractor is to be changed and substituted with another subcontractor and will notify permitting authorities of said change as required by the permitting agencies.

(Paragraph Deleted)

§ 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.

(Paragraphs Deleted)

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, approved by the Owner and Architect, 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, in writing, 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 promptly notify the Architect, in writing, 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; however, in the event of an increase in the Contract Time, the Contract Sum will only be increased for costs due to delays in the amount that is equal to the product of the number of days of Excused Delays multiplied by the Stipulated Daily Rate.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, including but not limited to the Work, 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.

§ 7.1.4 As part of the Pre-Construction Meeting submittals, the Contractor shall submit the following prior to the Contractor's initial request for payment:

1. Fixed job site overhead cost itemized with documentation to support daily rates.
2. Bond Premium Rate with supporting information from the General Contractor's carrier.
3. Labor burden by trade for 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.
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

§ 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.

§ 7.2.2 The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his/her agreement therewith, including the adjustment in the Contract Sum or Contract Time. Any reservation of rights, stipulation, or other modification made on the Change Order by the Contractor shall have no effect.

§ 7.2.3 "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:

1. Actual wages paid directly to labor personnel, with a labor burden markup exclusively limited to payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes for this labor personnel performing the Work. Wages shall be the basic hourly labor rate paid to 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.
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.
3. Costs 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

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

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.
5. Cost for the General Contractor Performance and Payment Bond premium, where the documented cost of the premiums has been increased due to the Change Order.

§ 7.2.4 Overhead and Profit – The Contractor and Subcontractor shall be due home office fixed overhead and profit on the Cost of the Work but shall not exceed a total of 16% of the direct cost of any portion of the Work.

§ 7.2.4.1 The credit to the Owner resulting from a change in the Work shall be the sum of those items above, except credit will not be required for 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 only be computed on the net extra cost to the Contractor.

§ 7.2.5 The cost to the Owner resulting from a change in the Work shall be the sum of: Cost of the Work (as defined in Section 7.2.3) and Overhead and Profit (as defined in Section 7.2.4) and shall be computed as follows:

1. When all of the Work is General Contractor Work; 15% markup on the Cost of the Work.
2. When the Work is all Subcontract Work; 15% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 10% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for General Contractor's Overhead and Profit.
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 7.2.5 Item 1 and that portion of the Work that Subcontract Work shall be computed per Section 7.2.5 Item 2.
4. 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.
5. Subcontract cost shall consist of the items in Section 7.2.3 above plus Overhead and Profit as defined in Section 7.2.4.

§ 7.2.6 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:

1. 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.
2. An itemized list of labor, material and equipment costs for each Subcontractor's Work including quantities and unit costs for each item of labor, material, and equipment.

§ 7.2.7 After a Change Order has been approved, no future requests for extensions of time or additional cost shall be considered for that Change Order.

§ 7.2.8 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, except for 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 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 a extension in critical path activities.

§ 7.2.9 "Cost of the Work" whether General Contractor cost or Subcontractor cost shall not apply to the following:

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1. Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.
2. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
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.
4. Cost of supervision, refer to Section 7.2.3 Item 1, with exception as provided in Section 7.2.8.

§ 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, but not to exceed a specified amount:

- .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 social security, old age and employment insurance, applicable payroll taxes, and workers' compensation insurance.
- .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, 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 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 such costs.

§ 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, provided all of the other requirements in the Agreement and in Section 9.8 are satisfied.

§ 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. Contract Time shall be based on consecutive calendar days.

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 14 days after the transmittal date of the Written Notice to Proceed from the Architect and/or 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.

§ 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 The Contractor shall be entitled to an extension of the Contract Time only to the extent of a delay attributable to "Excused Delays" (as defined herein below) and not to the extent of delays attributable to any other cause or event. As used in this Contract, an "Excused Delay" is hereby defined as, and limited to, a delay to the Critical Path of the Work that in turn delays the Substantial Completion of the Work and is caused: (i) by the act or neglect of the Owner, Architect, or any other person or entity for whom the Owner is responsible, but excluding all of the delay days within the Owner's Grace Period, (ii) by changes in the Work, (iii) by fire, or similar natural disaster or casualty, or (iv) by unusual weather, to the extent permitted by this Section below. Time taken by the Owner and/or Architect to review and/or approve shop drawings or other submittals or to respond to requests for information (RFIs) or the other interpretations or clarifications with respect to the Contract Documents shall not be considered a delay unless the duration of the review, approval or response time exceeds fourteen (14) days from the actual receipt of the shop drawing, submittal or seven (7) days from actual receipt of a RFI and not then unless and only to the extent that such failure is in fact the sole cause of a delay to the critical path and only if the Contractor was not instructed by the Owner (upon receipt of the request), and could not implement an appropriate mitigation of the impact to the Schedule (without additional cost, unless such cost was agreed to be paid for in a Modification signed by the Owner). In connection with the submission of any shop drawing, submittal, RFI or other request the Contractor shall: (i) identify the date when a response is required in order to avoid a delay to the critical path for completion of the Work and (ii) explain what the critical path effect will be if there is a failure to receive such a response within the stated time (so that Owner can assess whether and to what extent mitigation efforts are necessary based on the nature of the request and the related time required to respond). In addition, The Contractor shall assure that Contractor's employees and Subcontractors avoid any work stoppage, picketing, labor disruption or dispute involving the employees, contractors, Subcontractors, laborers, or materialmen of the Contractor, of Subcontractors and of Sub-subcontractors; and, Excused Delays shall not include delays or interruptions to the Work caused by labor disputes arising from the decision of the Contractor, the Subcontractors and of Sub-subcontractors to use non-union labor or to schedule concurrent work by non-union and union labor crews or arising from jurisdictional labor disputes. Delays caused by adverse weather conditions shall be considered Excused Delays only if such adverse weather condition at issue is more severe than one would reasonably expect to encounter at the Site based on historical conditions over the past five (5) years as established by the National Weather Services and in fact causes a delay in the completion of the Work beyond the Contract Time (i.e. it must be a "critical path" delay) and the adverse weather prevents the Contractor from performing the affected Work for more than four (4) hours during the day of claimed delay and only in the event the claimed weather delay is in excess of the adverse weather days defined in Section 15.1.6.3.

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

§ 8.3.2.1 The forces employed by, and the rate of progress by, the Contractor must be sufficient to achieve Substantial Completion of the entire Work within the Contract Time. If at any time the progress of the Work lags behind the Schedule approved by the Owner, the Contractor shall increase forces in order to achieve Substantial Completion of the entire Work in accordance with the Contract Time, but the Contract Sum shall not be increased.

§ 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

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

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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.

§ 9.2.1 The Schedule of Values form of submittal shall be the latest edition of AIA Document G703.

§ 9.3 Applications for Payment

§ 9.3.1 Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on the AIA Document G702-1992, accompanied by AIA Document G703-1992, and 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:

1. Projects with Contract price up to \$500,000 – 10% of the Contract price.
2. Projects with Contract price of \$500,000 or more – 5% of the Contract price.
3. No payment shall be made until the revised schedule required by Section 3.10.1 is received.
4. The normal retainage shall not be due to the Contractor until after substantial completion and expiration of the 45 day lien period and submission to the Architect of a clear lien certificate, consent of surety, and invoice for retainage.

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§ 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)

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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 the liquidated damages for the anticipated delay; or
- .7 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, 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. La R.S. 9:2784 (A) and (C) require a Contractor or Subcontractor to make payment due to each subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of ½ of 1% per day is due, up to a maximum of 15% from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty.

§ 9.6.3 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 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. 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.

§ 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.

(Paragraphs Deleted)

§ 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 a site visit 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 site visit 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 site visit 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

§ 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 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 from the following:

- .1 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 irrespective of when such failure is discovered;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, 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, lead 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. If necessary due to impact of the critical path, the Contract Time shall be extended appropriately.

§ 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

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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 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' Compensation

Worker's Compensation insurance shall be in compliance with the Worker's Compensation law of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for Worker's compensation coverage only.

§ 11.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State project number, including part number, and project name shall be included on this endorsement.

Combined Single Limit (CSL) per Occurrence

Type of Construction	Projects up to \$1,000,000	Projects over \$1,000,000 up to \$10,000,000	Projects over \$10,000,000
New Buildings			
Each Occurrence Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000

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Renovations	The building value for the project is \$		
Each Occurrence Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**
Per Project Aggregate	2 x per occur limit**	2 x per occur limit**	2 x 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. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to be performed thereunder, such insurance shall cover the use of any such vehicles.

NOTE: If the Contractor does not own automobiles, and such vehicles are utilized in the execution of the contract, then hired and non-owned coverage is acceptable. If automobiles are not utilized in the execution of the contract, then automobile coverage is not required.

§ 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 maximum 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 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 sub-contractors 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

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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 noncontributory 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 The Contractor/Vendor shall not cause any required insurance policy to be cancelled or permit any insurance policy on file to lapse or experience a reduction in limit of the required coverage. Insurance policies shall include a clause to the effect that the insurance policy and certificate shall not be subject to cancellation of liability of insurance policy without notice. Evidence of policy coverage shall apply on any and all exposures subject to the work or service performed. The Lakefront Management Authority must be named Additional Insured and a Waiver of Subrogation of Right in the Favor of the Lakefront Management Authority endorsement shall be included on the insurance Policy and the Certificate of Insurance as defined in this document or the Certificate will not be approved.

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.

11.3.1.4.5 The Owner reserves the right to require increases in the limits of coverage on any line of coverage, additional lines of coverage and complete certified copies of all required insurance policies at the discretion of the LMA.

§ 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
Lakefront Management Authority (LMA)
6001 Stars and Stripes Boulevard, Suite 219
New Orleans, Louisiana 70126
Attn: Project #

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. 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.

(Paragraph Deleted)

§ 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 Owner, 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 Owner, 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 Owner, 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 Lakefront Management Authority (LMA), its officers, agents, servants, employees, and consultants, and members of the Board, 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 LMA, its officers, agents, servants, employees, and consultants and members of the Board. 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 Owner 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 Contractor 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. The Contractor shall obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate immediately to the Lakefront Management Authority contact person listed in the Advertisement for Bids. No request for payment will be processed until receipt of the Certificate of Recordation.

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. 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 contracts.

§ 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, 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.

§ 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

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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.

§ 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. 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. 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 approval. 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.

§ 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.

(Paragraphs Deleted)

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

(Paragraph Deleted)

§ 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 for Work completed prior to stoppage, 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.

§ 14.2.5 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.

§ 14.3 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 along with reasonable profit on the Work not executed.

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, within the period specified by applicable law.

§ 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. 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.

§ 15.1.3.2 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 Architect'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 his/ her decision.

§ 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, 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.

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

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

Init.

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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.

§ 15.1.7 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 arising prior to the date final payment is due. 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.

(Paragraphs Deleted)

§ 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.

§ 16.1 Patents, Devices, Materials, and Processes

§ 16.1.1 If the Contractor uses any design, device, material, or process covered by patent or copyright, the Contractor shall be responsible for such use. The Contractor and surety shall indemnify the State, any affected third party or political subdivision from claims for infringement due to the use of any such patented design, device, material or process, or any trademark or copyright and shall indemnify the State for any costs, expenses, and damages due to any infringement during prosecution or after completion of the work.

If the Contractor submits proposed plans, specifications, manufacturer's data, or any other information or documents to the Owner or Architect for a proposed change order, value Engineering proposal or for any other purpose which may be protected by copyright or trade secret protection, the Contractor shall first obtain permission or license from the licensor or any other party having a proprietary interest in such documents or information and shall hold harmless, indemnify and defend the Owner and Architect at the Contractor's sole cost from any damages, expenses or actions arising out of or related to use by the Owner or Architect of information or documents supplied by the Contractor to the Owner or Architect.

Init.

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

PART 1 GENERAL

1.1 PURPOSE

- A. The purpose of this special provision is to describe methods, procedures, rules and authorities to be followed during the construction of this project. The Contractor's attention is directed to the *Department of Transportation Federal Aviation Administration Advisory Circular 150/5370-2F*. Nothing contained in this special provision supercedes or alters any content of *Advisory Circular 150/5370-2F* and its references, neither do the contents of this special provision waive the duty of the Contractor to adhere to all safety regulations of the *Advisory Circular* and its references and to all and any other advisory material pertaining to *Operational Safety on Airports with Emphasis on Safety During Construction*.

1.2 OBJECTIVES

- A. General objectives that must be attained in order to minimize time and economic loss to the aviation community, airline passengers, and the construction contractor are as follows:
 - 1. Maintain safety of aircraft operations.
 - 2. Maintain safety of construction activities.
 - 3. Minimize aircraft operations and construction activity conflicts.
 - 4. Minimize flight operation delays.
 - 5. Minimize delays to contractor activities.
 - 6. Keep the airport operational for all user aircraft.
 - 7. Maintain access to all airport areas by emergency response equipment.

1.3 WORK SCHEDULE

- A. A minimum of one week prior to the preconstruction conference, the contractor will be required to submit, in writing, his proposed construction schedule for review and approval by the Architect. The schedule shall include number of personnel, type of equipment, date construction will commence, estimated date, and/or number of days to complete each phase.
- B. The Contractor's construction schedule shall be prepared considering the various conditions outlined herein, but it will be subjected to modifications during construction if necessary to keep interference with the airport operations to the minimum possible.
- C. The contractor shall make his own estimate of the inherent difficulties involved in completing the construction under the conditions described herein and shall not make any claims for additional compensation for delays, increased cost, or any reason, due to completing the required work in the manner described below or as directed.

1.4 MAINTENANCE OF TRAFFIC

- A. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.
 - 1. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations of all subcontractors as specified in the subsection 1.5 Limitation of Operations. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport.

2. With respect to the Contractor's operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.
3. When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

1.5 LIMITATION OF OPERATIONS.

- A. The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.
- B. If the work requires the Contractor to conduct his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Architect and Owner) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Architect and Owner and until the necessary temporary marking and associated lighting is in place as provided in the sections below.
- C. Contractor shall be required to conform to safety standards contained in AC 150/5370- 2, Operational Safety on Airports During Construction.

1.6 WORK AREA, STORAGE AREA and SEQUENCE OF CONSTRUCTION

- A. The Contractor shall obtain approval from the Architect prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 250 feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 250 feet of an active runway at any time.
- B. The Contractor will be required to submit to the Architect, at least one week prior to the start of any work, a copy of his proposed sequence of construction as pertaining to this work, for the Architect's approval. This Sequence of Construction must meet with the approval of the Engineer prior to beginning the work.
- C. The Contractor is required to submit a written schedule, as required in Section 1.3 Pre-Construction Conference information that is to be approved by the Architect before construction begins. The construction of this project is to be planned to minimize disruption of aircraft operations.

1.7 NAVIGATIONAL AIDS.

- A. All navigational aids must be protected during this construction. Should unplanned, accidental shutdown of any navigational aid occur, the Contractor will immediately notify the Architect and Owner.

1.8 TRENCHES AND/OR OPEN EXCAVATION.

- A. No trenches or excavation will remain open during aircraft operation within clearance zones shown in the safety plan of the contract drawings.

1.9 DEBRIS.

- A. Waste and loose materials capable of causing damage to aircraft landing gear, propellers or being ingested in jet engines will not be left on active aircraft movement areas. Material tracked on these areas should be removed continuously during the work project. The Contractor shall also make provisions for dust control and removal of mud from the areas if it becomes a problem.
- B. A regular inspection program will be performed by the Contractor and a representative of the Architect prior to commencement of aircraft operation.

1.10 STORAGE OF EQUIPMENT, MATERIAL OR EXCAVATION.

- A. It is not anticipated that Contractor will store materials on the airfield. However, the Contractor shall not store materials or park equipment in aircraft operational areas when the equipment or material is not in use or about to be installed. Material or equipment in use in operational areas must be stored or-parked in a manner that they may be quickly removed to accommodate aircraft operations.
- B. Vehicles, equipment and materials will be stored in the Contractor's designated fenced-in area as shown on the site plan.
- C. Delivery vehicles and operational equipment shall be escorted by airport security or fire department, through the AOA areas and into the Contractor's fenced-in work area.

1.11 DAILY INSPECTION.

- A. At the end of each day's construction activities, an inspection is to be made by the contractor to insure the safety of the airfield. Items to be checked include:
 - 1. Runways and taxiways clear of debris and accumulation of dust and/or mud.
 - 2. Equipment, material, and vehicles parked or stored not less than 500 feet from centerline of active runways.
 - 3. No open trenches or excavations in excess of 3-inches deep and no rough grades within the aircraft safety zones.
 - 4. Marking of closed taxiways correctly and securely placed.

1.12 COMMUNICATION REQUIREMENTS.

- A. A positive communication system between the following will be required:
 - 1. N.O. Lakefront Airport / LMA Representative
 - 2. Contractor
 - 3. Architect

PART 2 NOT USED
PART 3 NOT USED

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

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 01100: SUMMARY

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:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.

1.3 PROJECT INFORMATION:

- A. Project Identification: Lake Vista Community Center Roof Replacement
 1. Project Location: 6600 Spanish Fort Blvd., New Orleans, LA 70184.
- B. Owner: Lakefront Management Authority.
 1. Owner's Representative: Laith Alshamaileh, lalshamaileh@NOLAlakefront.com
- C. A/E: Alfonso Romero, aromero@meyer-e-l.com

1.4 WORK COVERED BY CONTRACT DOCUMENTS:

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
 1. Remove existing modified bitumen roof system where identified and replace with new TPO roof system. Various metal flashing repairs.

1.5 ACCESS TO SITE:

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
 1. Limits: Confine construction operations to areas where roof repairs are to be conducted.
 2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner,

Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

- a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations as stated in the General and Supplementary Conditions of this Contract.

1.6 COORDINATION WITH OCCUPANTS:

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify the Owner not less than **72** hours in advance of activities that will affect Owner's operations.
- B. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than **72** hours' notice to Owner of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS:

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except as otherwise indicated.
1. Weekend Hours: None.
 2. Early Morning Hours: None.

3. Hours for Utility Shutdowns: None.
 4. Hours for Core Drilling after 5:00 p.m. and weekends.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify A/E not less than two days in advance of proposed utility interruptions.
 2. Obtain A/E's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify A/E not less than two (2) days in advance of proposed disruptive operations.
 2. Obtain A/E's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking and vaping is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.

1.8

SPECIFICATION AND DRAWING CONVENTIONS:

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by the Contractor unless specifically stated otherwise.
- B. Division 1 General Requirements: Requirements of Sections in Division 1 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing products found in this Project Manual.

MISCELLANEOUS PROVISIONS:

- A. Onsite parking for Contractor's personnel shall not be limited to the construction site. Parking on any other of parts of the project site will not be permitted.
- B. Confine work to the area of the project site. Other portions of the building and project site beyond areas in which the Contractor's operations are indicated are not to be used or disturbed.
- C. Waste Material: Dispose of regulated waste materials in accordance with Federal and State regulations. All other waste materials shall be disposed of in a trash dumpster that is provided by and paid for by the General Contractor. Locate trash dumpster as directed by Owner.
- D. Use of the toilet rooms in the building is strictly prohibited. Contractor shall provide self-contained portable toilet units for use by the work force.
- E. Permits: The A/E shall apply for the building permit. The Contractor shall pick up and pay for the building permit and any other required permits.
- F. Prior Approvals: Bidders wishing to have their product approved as a substitute shall submit their product to the A/E not less than fourteen (14) working days prior to the bid opening. Any proposed substitutes received within fourteen (14) working days of the bid opening shall not be considered for approval and shall be returned to the bidder without action. The burden of proof is upon the bidder to show that the product he is proposing as a substitute is equal to the product specified. Bidder shall use the form attached at the end of this section when submitting his request for prior approval of his product.
- G. CAD Drawings: All bidders are advised that the A/E's CAD drawings will not be available for use during construction. The A/E's insurance carrier does not allow his office to share electronic media. This includes all drawings and any variation thereof for piling and foundation location, sprinkler heads, etc. In his bid the cost of drafting from scratch of any drawing shall be included in the cost of his bid.
- H. Schedule
 1. Contractor shall submit a detailed construction schedule to the A/E ten (10) days after receipt of Notice of Award.
 2. Contractor shall submit a revised construction schedule at the pre-construction conference.
 3. Contractor shall submit revised construction schedules to the A/E monthly thereafter.
 4. 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.
- I. Successful contractor is advised that the A/E will not make any color selections until samples of all items requiring color selection are submitted. Contractors are encouraged to submit all colors samples as early as possible after contract award so as not to cause a delay in the color selection process and ultimately a delay in the overall project. It is the contractor's responsibility to submit all colors samples in a timely manner. A/E shall consult with the owner regarding color selection to make a final decision. After a final decision has been made the A/E shall

notify the contractor of color selections. A/E shall not take more than thirty consecutive calendar days after receipt of last color sample to submit final color selections to contractor.

END OF SECTION 01100

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:
1. Precipitation (rain, snow, or ice) in excess of 1/2 inch (0.5") liquid measure.
2. Sustained wind in excess of thirty-five (35) m.p.h.
B. Adverse weather may include, if appropriate, "dry-out" or "mud" days:
1. 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.

* * *

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 ADMINISTRATIVE CHANGE ORDERS:

- A. Allowance Adjustment: Refer to Division 1 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.6 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 Proposal 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.

1.7

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 01260

SECTION 01270 - UNIT PRICES

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 unit prices.
- B. Related Sections:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES:

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price 1: Removal and replacement of stainless steel coping.
 - 1. Description: Remove and replace coping from second floor roof with matching material and profile if new roof assembly cannot be properly flashed to maintain watertight conditions.
 - 2. Unit of Measurement: Linear feet of parapet length.

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.
 - 4. **Subschedules for Separate Elements of Work:** Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values correlated with each element.
- 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.
 2. All Applications for Payment shall include a current and updated project construction schedule. Contractor is advised that the A/E will not approve Applications for Payment that do not include updated project schedules. All construction schedules shall be prepared by the contractor using the latest version of Oracle Primavera Project Management Software. Schedules shall clearly show the critical path of the construction project and shall indicate original task duration, revised task duration and final task duration.
- 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 01290

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 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.

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 weekly intervals.
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 01310



Advancement
of Construction
Technology

REQUEST FOR INFORMATION

Project: _____

R.F.I. Number: _____

From: _____

To: _____

Date: _____

A/E Project Number: _____

Re: _____

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 belongs to Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- 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 work stages Owner occupancy.
 - 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 20 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. Startup and Testing Time: Include not less than fifteen (15) days for startup and testing.
 5. 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.
 6. 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 first 30 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using time-scaled CPM network analysis diagram for the Work.
 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice of Award.
 - 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 five (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 and A/E 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 01320

SECTION 01322 - PHOTOGRAPHIC 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 the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Final completion construction photographs.
 - 4. Preconstruction video recordings.
 - 5. Periodic construction video recordings.
 - 6. Web-based construction photographic documentation.
- B. Related Sections:
 - 1. Division 01 Section "Unit Prices" for procedures for unit prices for extra photographs.
 - 2. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
 - 3. Division 01 Section "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.
 - 4. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.
 - 5. Division 02 Section "Structure Demolition" for photographic documentation before building demolition operations commence.
 - 6. Division 02 Section "Selective Structure Demolition" for photographic documentation before selective demolition operations commence.
 - 7. Division 31 Section "Site Clearing" for photographic documentation before site clearing operations commence.

1.3 ALLOWANCES:

- A. Costs: Photographic documentation services are included under the cash allowance for construction photographic services established in Division 01 Section "Allowances."

1.4 UNIT PRICES:

- A. Basis for Bids: Base number of construction photographs on average of 20 photographs per week over the duration of Project.

- 1.5 INFORMATIONAL SUBMITTALS:
- A. Digital Photographs: Submit image files within three (3) days of taking photographs.
 - 1. Digital Camera: Minimum sensor resolution of ten (10) megapixels.
 - 2. Format: Minimum 1600 by 1200 pixels, 400 dpi minimum, in unaltered original files, with same aspect ratio as the sensor, uncropped, date- and time- stamped, in folder named by date of photograph, accompanied by key plan file.
 - 3. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name of A/E.
 - c. Name of Contractor.
 - d. Date photograph was taken.
 - e. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - f. Unique sequential identifier keyed to accompanying key plan.

- 1.6 QUALITY ASSURANCE:
- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.
 - B. Web-Based Photographic Documentation Service Provider: A firm specializing in providing photographic equipment, Web-based software, and related services for construction projects, with record of providing satisfactory services similar to those required for Project.

- 1.7 COORDINATION:
- A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs.

- 1.8 USAGE RIGHTS:
- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

- 2.1 PHOTOGRAPHIC MEDIA:
- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of eight (8) megapixels, and at an image resolution of not less than 1600 by 1200 pixels and 400 dpi.

PART 3 - EXECUTION

- 3.1 CONSTRUCTION PHOTOGRAPHS:
- A. **Photographer:** Engage a qualified photographer to take construction photographs.
 - B. **General:** Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
 - C. **Digital Images:** Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. **Date and Time:** Include date and time in file name for each image.
 - 2. **Field Office Images:** Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to A/E.
 - D. **Preconstruction Photographs:** Before commencement of demolition and starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by A/E.
 - 1. Flag construction limits before taking construction photographs.
 - 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
 - 3. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
 - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
 - E. **Periodic Construction Photographs:** Take 20 photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
 - F. **A/E-Directed Construction Photographs:** From time to time, A/E will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
 - G. **Final Completion Construction Photographs:** Take 20 color photographs after date of Substantial Completion for submission as project record documents. A/E will inform photographer of desired vantage points.
 - 1. Do not include date stamp.
 - H. **Additional Photographs:** A/E may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
 - 1. Three days' notice will be given, where feasible.
 - 2. In emergency situations, take additional photographs within 24 hours of request.

3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.

END OF SECTION 01322

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:

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- a) Scheduled date for first submittal.
- b) Specification Section number and title.
- c) Submittal category: Action, informational.
- d) Name of subcontractor.
- e) Description of the Work covered.
- f) Scheduled date for A/E's final release or approval.

1.5

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.

* * *



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. Laboratory Mockups: Full-size, physical assemblies constructed at testing facility to verify performance characteristics.

- 2. 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. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **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.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. **Specialists:** Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 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.
- H. 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.
- I. 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.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to A/E, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. 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] 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.
- L. Integrated Exterior Mockups: Construct integrated exterior mockup in accordance with approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual specification sections, along with supporting materials.

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.
- 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. On-Site Project Representative (OSPR) Responsibilities: When these services are contracted for the construction phase of the project by the A/E, Owner or other third party, the following duties shall be performed by the On-Site Project Representative.
1. Obtain all project Contract Documents required for the construction and inspection available from the A/E and Contractor. Thoroughly review this information, make a list of all documents required for the project, and obtain the latest edition of each at the time of the Pre-Construction Meeting. Become completely familiar with all the documents necessary for observation of the construction of the project prior to the commencement of construction. Generate a list of all testing that is required for the project per the Contract Documents.
 2. Keep a contact list containing the name, company name, address, telephone number, and e-mail address of all contact persons involved in the project provided by the Contractor.
 3. After the Contract Documents have been reviewed, and in advance of construction, visit the project site and become familiar with the existing site conditions. Perform an on-site field check of the project with the project Construction Documents and note locations of key elements including designated site access and staging areas for the contractor's use.
 4. During construction, the OSPR shall be on site at times as designated in their contract to review the work in progress.
 5. Attend all scheduled construction meetings with the A/E, Owner, Contractor, etc. and any additional meetings at the project site as necessary to perform the on-site representation services as described herein.
 6. Periodically review the Contractor's construction schedule, in particular, the milestone dates and critical path, and alert the A/E to conditions and on-site events that may affect the Contractor's ability to complete the work in accordance with the schedule.
 7. Obtain a list of all submittals and shop drawings required for the project. This list should be all-inclusive and note the approving authority for each submittal. During construction, refer to this list to make certain proper submittals have been made and approved prior to installation. Receive copies (digital access is acceptable) of all approved submittals and shop drawings and confirm that the materials and equipment on-site match the approved submittals.
 8. At the Owner's request, observe materials and equipment located off site, but only for the limited purpose of checking for conformance with the design concept and approved submittals and/or evaluating such materials and equipment for a Certificate of Payment.
 9. Observe all tests and inspections (as required in the Contract Documents) and report observations to the A/E and Owner.

10. Periodically review documents (i.e. as-builts) and samples the Contractor is required to maintain at the site and report observations to the A/E and Owner.
11. Keep a written log of activities that occur at the project site for each day that the OSPR is present at the site. The daily logs will capture the information necessary to create monthly reports (i.e. weather conditions, tests or inspections performed, personnel and visitors on site, photographs, etc.). On a monthly basis, or as otherwise agreed to by the A/E and/or Owner, submit a written progress report to the A/E and/or Owner.
12. The OSPR shall not:
 - a. Authorize any deviation from the Contract Documents or substitution of materials or equipment.
 - b. Exceed limitations of OSPR authority as set forth in their agreement with the Owner or A/E as outlined in the Construction Documents.
 - c. Undertake any of the responsibilities of the Contractor, sub-contractors, suppliers, etc.
 - d. Advise on, issue direction relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the project.
 - e. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of the Owner or Contractor.
 - f. Participate in specialized field or laboratory tests or inspections conducted off-site by others unless as specifically authorized by the A/E or Owner.
 - g. Accept shop drawings or sample submittals for review or approval.
 - h. Authorize the Owner to occupy the project in whole or in part.
- D. 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."
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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 01400

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. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
 - B. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.
 - 1. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
 - C. 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, 0.148-inch-thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide concrete galvanized steel bases for supporting posts.

2.2 TEMPORARY FACILITIES:

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, A/E, and construction personnel office activities and to accommodate project meetings specified in other Division 1 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 2. Coffee machine and supplies.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 1. Store combustible materials apart from building.

2.3 EQUIPMENT:

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

- B. 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.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION:

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
- C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.

3.3 SUPPORT FACILITIES INSTALLATION:

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.

2. Maintain support facilities until A/E schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touchup signs so they are legible at all times.
 4. Provide Job Sign per Section 015800.
- G. Waste Disposal Facilities: Comply with requirements of authorities having jurisdiction.
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution" for progress cleaning requirements.

- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- J. 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.
- K. 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.
- L. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.4

SECURITY AND PROTECTION FACILITIES INSTALLATION:

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. 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.
- 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 lay down yard 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 01500

SECTION 01505: MOBILIZATION

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, Supplemental Conditions) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Description: This work consists of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work in the Project, and the costs of bonds and insurance, and for all other work and operations which must be performed, or costs incurred for mobilization, prior to beginning work on the various construction times on the Project.
- 1.3 Materials:
- A. The Contractor shall furnish all materials, supplies, and incidentals for this item.
 - B. These materials, supplies and incidentals will not be considered as a part of the various items of the completed contract.
- 1.4 Basis of Payment:
- A. All preconstruction expenses incurred by the Contractor in connection with mobilization will be considered incidental to the Work and no direct payment will be made therefore.
 - B. Mobilization will be paid for at the contract lump sum price by partial payments in accordance with the following schedule:
 - 1. When the first partial estimate is earned and submitted for payment, 25 per cent of the amount bid for mobilization will be paid.
 - 2. When 10 per cent of the original contract amount is earned, an additional 25 per cent of the amount bid for mobilization will be paid.
 - 3. When 25 per cent of the original contract amount is earned, an additional 25 per cent of the amount bid for mobilization will be paid.
 - 4. When 50 percent or more of the original contract amount is earned, the final 25 per cent of the amount bid for mobilization will be paid.
 - C. In the event this contract is cancelled by the Owner, the Contractor will be paid for the actual cost incurred for mobilization at the time of cancellation, which cost will not exceed the total amount bid under the mobilization item.

- D. Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

1.4

Method of Measurement:

- A. The Contract Bid Price is limited to an amount up to a maximum of 10 percent of the Contractor's total bid including this item.
- B. This item will be measured by lump sum, acceptably performed. When the quantities of work vary or there is extra work or force account work or there are eliminated items, these conditions will not be related to this item and any additional cost of mobilization that may be necessary for the added item of work will be included in the price agreed upon for the added item.

* * *

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 fifteen

(15) days of receipt of request, or seven (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 01600

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 or electronically in PDF format 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. Construction Schedule (After Contract Execution): Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Construction Schedule (After Contract Execution): Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. A/E's Action:
 - a. Prior to the Bid Date: If necessary, A/E will request additional information or documentation for evaluation but not later than seven (7) working days prior to date for receipt of bids. The A/E will notify the contractor/supplier of acceptance or rejection of proposed substitution within three (3) working days after receipt. All submittal requests that have been submitted properly and accepted will be included in an addendum.

- 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) 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. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented as outlined under submittals and properly submitted on required form.
 - c. Requested substitution is compatible with other portions of the Work.
 - d. 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. Requested substitution does not require extensive revisions to the Contract Documents.
 - 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.

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 the 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.

* * *

**CONTRACTOR / SUPPLIER
SUBSTITUTION
REQUEST FORM**

(Section to be completed by Contractor / Supplier)

Project: _____ Substitution Request Number: _____
From: _____
To: _____ 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 FOR REVIEW OF THE REQUEST.**

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 the 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 fourteen (14) 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. Construction layout.
 2. Field engineering and surveying.
 3. Installation of the Work.
 4. Cutting and patching.
 5. Coordination of Owner-installed products.
 6. Progress cleaning.
 7. Starting and adjusting.
 8. Protection of installed construction.
 9. 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

2.1

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. 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, 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.
- 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. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary."
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- G. 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. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- H. 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 01730

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: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
 - D. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- 3.1 SALVAGING DEMOLITION WASTE:
- A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
 - B. Salvaged Items for Sale and Donation: Not permitted on Project site.

END OF SECTION 01741

SECTION 01770: CLOSEOUT 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 contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final Completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- 1.3 DEFINITIONS:
- A. Substantial Completion: When the valuated punch list equals less than one percent (1%) of the contract value, including all additive change orders.
- 1.4 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. Contractor and Architect / Engineer shall prepare a list of items to be completed and corrected (punch list). The A/E punch list shall include 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 (45) 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 on the valued punch list, that must be completed or corrected before final payment 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.

1.5

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.

1.6 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. 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.
 2. Submit list of incomplete items in the following format:
 - a. PDF electronic file.

1.7 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. 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.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.3 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

3.3 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.

END OF SECTION 01770

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:** Submit operations and maintenance manuals in the following format:
 1. **Binders:**
 - a. **Size:** 8 1/2 inches x 11 inches.
 - b. **Paper:** White, for typed pages.
 - c. **Text:** Manufacturer's printed data, or neatly typewritten.
 - d. **Drawings:** Provide reinforced punched binder tab, bind in with text. Fold larger drawings to the size of the text pages.
 - e. 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.
 - f. **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. 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.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least [15] days before commencing demonstration and training. 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 fifteen (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. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. 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. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 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 01782

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 Drawings.
 2. Record Specifications.
 3. Record Product Data.
 4. Miscellaneous record submittals.

1.3 CLOSEOUT SUBMITTALS:

- A. Record Drawings: Comply with the following:
 1. Number of Copies: Submit one (1) set(s) of marked-up record prints.
 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Final Submittal: Submit PDF electronic files of marked-up record prints. Print each Drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. 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.
- D. 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.
- E. 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. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following A/E's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. 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. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.
 3. 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 01783

SECTION 02070: MINOR DEMOLITION

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:
- A. Furnish all labor, materials, equipment, and incidentals required for demolition and disposal of existing obstructions to the new work.
 - B. This section also includes complete or partial removal and disposal of specified existing structures, foundations, slabs, mechanical, electrical, and miscellaneous appurtenances encountered during construction operations.
 - C. These specifications shall call attention to certain activities necessary to maintain and facilitate operation during and immediately following construction and do not purport to cover all of the activities necessary.
 - D. Visit the site and examine all existing conditions as to character and extent of work involved.
 - E. Demolition includes:
 - 1. Removal of all existing modified bitumen roof assemblies to expose either insulating lightweight concrete slab or metal decking.
 - 2. Remove all existing copings, edge trims and wall flashings except those items identified on the construction documents.
 - 3. Remove all existing roof accessories within area of work.
 - 4. Remove damaged rooftop air unit and attached ductwork. Existing curb to remain in place and repaired for reuse.
- 1.3 Rules and Regulations:
- A. The Building Code of the appropriate governing body shall control the demolition, or alteration of the exiting buildings, or appurtenances.
 - B. No building, structure, or appurtenance, or any part thereof, shall be demolished until an application has been filed by the Contractor with the Building Inspector, and a permit issued. The fee for this permit shall be the Contractor's responsibility.
- 1.4 Traffic and Access:
- A. Conduct demolition and removal operations to ensure minimum interference with roads, streets, walks, both on-site and off-site, and to ensure minimum interference with occupied or used facilities.

- B. Do not close or obstruct streets, walks, or other coupled or used facilities without permission from the A/E. Provide alternate routes around closed or obstructed traffic access ways.
- 1.5 Protection: Conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, roadways, and other facilities, including persons. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structures to be demolished and adjacent facilities to remain.
- 1.6 Damage: Promptly repair damage caused to adjacent facilities by demolition operations as directed by the A/E at no cost to the Owner.
- 1.7 Utilities:
- A. Maintain existing utilities as directed by the A/E to remain in service and protect against damage during demolition operations.
 - B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the A/E. Provide temporary services during interruptions to existing utilities as acceptable to the A/E.
 - C. The Contractor shall cooperate with the Owner to shut off utilities serving structures of the existing facilities as required by demolition operations.
 - D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance, re-routing, and/or interruption of all public and private utilities or services under the jurisdiction of the utility companies.
 - E. All utilities being abandoned shall be disconnected and terminated at the service mains in conformance with the requirement of the utility companies or the governing body owning or controlling them.
- 1.8 Extermination: If required, before starting demolition, employ a certified rodent and vermin exterminator and treat the facilities in accordance with governing health laws and regulations.
- 1.9 Pollution Control:
- A. For pollution control, use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the condition of work. Comply with the governing regulations.
 - B. Clean adjacent structures and improvements of all dust, dirt, and debris caused by demolition operations as directed by the A/E. Return areas to conditions existing prior to the start of work.

PART 2: PRODUCTS

(NOT USED)

PART 3: EXECUTION

3.1 Exterior Demolition, General:

- A. Keep all through lanes and drives clean and clear at all times.
- B. Conduct operations so as not to interfere with adjacent roads, streets, drives, walks, service lines, lawns, planting, and the like.
- C. Backfill any trenches caused by demolition work.

3.2 Interior Demolition, General:

- A. Do not permit masonry walls or other sections of masonry or other heavy materials to fall on floors of building in masses to exceed safe carrying capacity of floors. Properly protect floors with plywood both sides of a partition to be demolished.
- B. Wherever necessary, shore or brace walls, partitions, or floors of structure being demolished.
- C. Do not cut or remove structural or load-supporting members until all loads carried by members have been removed.

3.3 Disposition of Material and Equipment:

- A. Any equipment and material selected to remain the property of the Owner shall be removed and delivered to a location as designated by the Owner. Material not retained by the Owner shall become the property of the Contractor and shall be removed from the site by him.
- B. Remove demolition debris as soon as practicable. Do not store or burn materials on site.

3.4 Salvage Schedule: None.

* * *

SECTION 06112: WOOD FRAMING AND ROUGH CARPENTRY

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 framing lumber, rough carpentry, rough and miscellaneous hardware and accessories indicated on drawings and in specifications. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 **Quality Assurance:**
- A. **Lumber Grading Rules and Wood Species** to be in conformance with Voluntary Product Standard PS 20. Grading rules of the Southern Pine Inspection Bureau (SPIB) apply to materials furnished under this Section.
 - B. **Grade Marks:** Identify all lumber by official grade mark.
 - C. **Requirements of Regulatory Agencies, Pressure Treated Material:** American Wood Preservers Association (AWPA).
 - D. **Plywood Product Standards:** Comply with PS 1 (ANSI A 199.1) or, for products not manufactured under PS 1 provisions, with applicable APA performance standard for type of panel indicated.
- 1.4 **Submittals:**
- A. **Submit shop drawings and manufacturer's literature** for all items fabricated for this Project, showing sizes of items, finishes, methods of construction, and mounting details.
 - B. **Pressure Treated Wood:** Submit certification by treating plant stating chemicals and process used, net amount of preservative retained, and conformance with AWPA Standards. Submit certification that moisture content was reduced to 19% maximum, after treatment.
 - C. **Submit in accordance with requirements of Division 1.**
 - D. **Submit manufacturer's specifications and installation instructions** for materials specified herein.
- 1.5 **Product Delivery, Storage, and Handling:** Immediately upon delivery to job site, place materials in area protected from weather. Store materials a minimum of six (6") inches above ground on framework or blocking and cover with protective waterproof covering providing for adequate air circulation or ventilation. Do not store seasoned materials in wet or damp portions of building. 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 Lumber, General:
- A. Acceptable Manufacturers: For purpose of designating type and quality, Specifications are based on products manufactured by Louisiana Pacific, or approved equal.
 - B. Dimensions: Specified lumber dimensions are nominal. Actual dimensions conform to industry standards established by the American Lumber Standards Committee and the rules writing agencies.
 - C. Moisture Content: Unseasoned to 19% maximum at time of permanent closing in of building.
 - D. Surfacing: Surface four sides (S4S), unless specified otherwise.
- 2.2 Framing Lumber: Rafters, joists, studs and non-structural light framing: SPIB species, No. 2 Southern Yellow Pine.
- 2.3 Preservative or Pressure Treated Wood Products: Pressure treated with Micronized Copper Azole (MCA). Submit certificates indicating that all preservative Treated Wood Products have been treated with MCA. NOTE: USE STAINLESS STEEL FASTENERS AND CONNECTORS when using MCA treated lumber. Additionally, any metal that will be in contact with the treated wood shall be stainless steel. Re-dry and clean lumber after treatment, to maximum moisture content of 19%.
- 2.4 Sheathing, General: Trademark: Identify each plywood panel with appropriate APA trademark. All plywood roof and wall sheathing shall be marine grade. Marine Grade Plywood shall not be "Wolmanized" or simply Pressure Treated (P.T.) plywood. Marine Grade Plywood shall be gap and void-free in all layers and laminated together with water-proof glue to hold the layers together when immersed in water and so that it will not delaminate, bubble, buckle, or warp. Marine Grade Plywood shall fabricated from hard woods such as Douglas Fir or Western Larch. Plywood identified on the drawings as "treated" shall mean "Marine Grade."
- 2.5 Plywood Roof Sheathing:
- A. DFPA Standard Sheathing grade with exterior glue, CD or better, 1/2 inch thick plywood (unless otherwise indicated on drawings) with an identification index 24/0.
 - B. Exposure Durability Classification: Exterior Marine Grade.
 - C. Span Rating: As required to suit rafter spacing indicated.
 - D. See paragraph 2.4 above for plywood treatment.

2.6

Rough and Miscellaneous Hardware:

- A. Nails: Common wire, galvanized for exterior work, FS FF-N-105.
- B. Screws: Standard domestic manufacture, bright steel, except galvanized for exterior use and of brass, bronze, aluminum, or stainless steel when used to attach items made of those materials.
- C. Connectors, Anchors, and Accessories: Provide fabricated ASTM A 36 steel shapes, plates, and bars, welded into assemblies of types and sizes indicated.
- D. Bolts, Nuts, Washers, Iron and Steel Hardware:
 - 1. Bolts: ASTM A 307 Grade A, hexagon head.
 - 2. Toggle Bolts: FS FF-B-588.
 - 3. Lag Bolts: FS FF-B-561, square head.
 - 4. Washers: Round carbon steel, FS FF-S-325.
 - 5. Anchor Bolts: Hot-dipped galvanized steel, square head machine bolts with square nuts and malleable iron or steel plate washers or carriage bolts with square nuts and cut washers where applicable. "J" hooked anchor bolts shall be used where imbedded in concrete.
 - 7. Expansion Shields, Lag Screws and Bolts: FS FF-B-561
 - 8. Lag Screws, Shear Plates, Split Ring Connectors, Connector Plates: Conform to the requirements of NFPA.
 - 9. Joist Hangers: Simpson, U Series 16 gage galvanized standard joist hangers. Use where beams are in plane of joists.
 - 10. Hurricane Clips: Simpson Seismic and Hurricane Ties, H Series.
 - 11. Ply-Clips: Simpson Extruded Aluminum Plywood Sheathing Clips.
 - 12. Screw Fasteners: Corrosion resistant, bugle head, self-drilling screws at appropriate length.
- E. Wet-Use Finish: Where wet-use work is indicated, provide ASTM A 153 Hot-dip zinc coating, for all rough and miscellaneous steel hardware.

PART 3: EXECUTION

- 3.1 Inspection: Verify that surfaces to receive rough carpentry materials are prepared to exact grades and dimensions and are free of irregularities and debris.
- 3.2 Installation: Comply with applicable recommendations contained in "APA Design Construction Guide" for types of plywood products specified.
- 3.3 Joist Framing:
 - A. Install joists with crown edge up. Support ends of each member with minimum of 1-1/2 inches of bearing on wood.

- B. Notches: Do not notch in middle third of joists. Notches in top or bottom of joists, maximum of 1/6 depth of member. Notched ends, maximum of 1/3 depth of member.
- C. Bored Holes: Maximum 1/3 depth of member, two (2") inches minimum distance to top or bottom of joists.
- D. Erect wood framing members level and plumb

3.4

Rafters:

- A. Notch to fit exterior wall plates and toe nail to plates. Provide hurricane clips at every rafter.
- B. Double rafters at openings in roof framing to provide headers and trimmers, and support with metal hangers.
- C. At ridge, place rafter directly opposite each other and nail to ridge member or support with metal hangers. At valleys, bevel ends of rafters for bearing against valley rafters. At hips, bevel ends of rafters for bearing against hip rafters.

3.5

Plates: Provide continuous treated plate at top of all concrete masonry unit walls as indicated. Anchor into masonry bond beam with anchor bolts spaced four (4') feet o.c. maximum.

3.6

Pressure Treated Wood Products:

- A. Provide pressure treated wood for all framing, blocking, and nailing strips that are in contact with masonry or concrete; nailers for metal flashing and fascias; any wood exposed to weather conditions; and as indicated.
- B. Apply two brush coats of same preservative used in original treatment to all sawed or cut surfaces of treated lumber.

3.7

Plywood Roof Sheathing:

- A. Install Plywood with face grain perpendicular to supports, using panel with continuous end joints over two or more spans staggered between panels and locate over supports.
- B. Allow minimum space of 1/8 inch between end joints and 1/4 inch between edge joints for expansion and contraction of panels. Support edge joints by use of ply-clips.
- C. Nail 6 inches o.c. along panel edges and 12 inches o.c. at intermediate supports.
- D. Use 8d Common, corrosion resistant, smooth, ring-shank or spiral-thread nails.

3.8

Cleaning: Remove all excess materials and debris from site.

SECTION 06114: WOOD BLOCKING AND CURBING

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 roof curbs, cants, blocking in walls and roof openings, wood furring and grounds, concealed wood blocking 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 Provisions: Provide pressure treated lumber as indicated on the Drawings for all blocking, nailers, cants, etc.
- 1.4 Quality Assurance:
- A. Lumber Grading Rules and Wood Species to be in conformance with Voluntary Product Standard PS 20. Grading rules of the Southern Pine Inspection Bureau (SPIB) apply to materials furnished under this Section.
 - B. Plywood Grading Rules: Softwood Plywood, Construction and Industrial, Product Standard PS 1.
 - C. Grade Marks: Identify all lumber and plywood by official grade mark.
 - D. Requirements of Regulatory Agencies, Pressure Treated Material: American Wood Preservers Association (AWPA).
- 1.5 Submittals:
- A. Pressure Treated Wood: Submit certification by treating plant stating chemicals and process used, net amount of salts retained, and conformance with AWPA Standards. Submit certification that moisture content was reduced to 19% maximum, after treatment.
 - B. Submit in accordance with requirements of Division 1.
- 1.6 Product Delivery, Storage, and Handling: Immediately upon delivery to job site, place materials in area protected from weather. Store materials a minimum of six (6") inches above ground on framework or blocking and cover with protective waterproof covering providing for adequate air circulation or ventilation. Do not store seasoned materials in wet or damp portions of building.

PART 2: PRODUCTS

2.1 Lumber, General:

- A. Dimensions: Specified lumber dimensions are nominal. Actual dimensions conform to industry standards established by the American Lumber Standards Committee and the rules writing agencies.
- B. Moisture Content: Unseasoned to 19% maximum at time of permanent closing in of building.
- C. Surfacing: Surface four sides (S4S), unless specified otherwise.

2.2 Framing Lumber: Bracing, Blocking, Furring, Stripping, and General Utility, Non-Exposed: Treated SPIB Construction, Standard or Utility Grade.

2.3 Rough and Miscellaneous Hardware:

- A. Nails: Common wire, galvanized for exterior Work.
- B. Screws: Standard domestic manufacture, bright steel, except galvanized for exterior use and of brass, bronze, aluminum, or stainless steel when used to attach items made of those materials.
- C. Connectors, Anchors, and Accessories: Provide fabricated ASTM A 36 steel shapes, plates, and bars, welded into assemblies of types and sizes indicated.
- D. Bolts, Nuts, Washers, Iron and Steel Hardware:
 - 1. Bolts: ASTM A 307 Grade A, hexagon head.
 - 2. Toggle Bolts: FS FF-B-588.
 - 3. Lag Bolts: FS FF-B-561, square head.
 - 4. Washers: Round carbon steel, FS FF-S-325.
 - 5. Nails: FS FF-N-105.
 - 6. Anchor Bolts: Standard mild steel, square head machine bolts with square nuts and malleable iron or steel plate washers or carriage bolts with square nuts and cut washers where applicable.
 - 7. Expansion Shields, Lag Screws and Bolts: FS FF-B-561.
- E. Wet-Use Finish: At areas of wet-use work, provide ASTM A 153 Hot-dip zinc coating, for all rough and miscellaneous steel hardware.

2.4 Preservative Treated Wood Products: Pressure treated with chromated copper arsenate (CCA) conforming to AWPA Standard P5. Re-dry and clean lumber, after treatment, to maximum moisture content of 19%.

PART 3: EXECUTION

- 3.1 Inspection: Verify that surfaces to receive rough carpentry materials are prepared to exact grades and dimensions and are free of irregularities and debris.

- 3.2 Installation of Wood Blocking:
- A. Install all wood blocking as required to provide anchorage for other materials. Form to shapes and sizes as indicated or as may be required to accomplish a particular installation.
 - B. Form blocking of minimum of two (2") inch thick material.
 - C. Blocking built into masonry shall be set and anchored into mason as that work progresses.
 - D. Blocking in conjunction with steel work shall be secured to steel with bolts, washers, and nuts.
 - E. Locate blocking to facilitate installation of finishing materials, fixtures, specialty items, and trim.
 - F. Wedge, anchor and align blocking to provide a rigid and secure installation of both blocking and other work related thereto. Countersink fasteners.
- 3.3 Installation of Wood Stripping or Furring:
- A. Provide all free-standing, suspended, solid-anchored, and other type of wood stripping or furring as required for receipt, alignment and complete installation of various types of finishing materials.
 - B. Space furring members as required. Provide headers and other nailing members within furring framework. Install with faces true to line and plumb, using wood shims as necessary. Install furring into position to provide a secure, rigid, and correct installation.
- 3.4 Curbs: Curb all roof openings except where prefabricated curbs are provided. Form corners by lapping side members alternatively.
- 3.5 Pressure Treated Wood Products:
- A. Provide pressure treated wood for all framing, blocking, and nailing strips that are in contact with masonry or concrete; nailers for metal flashing and fascias; any wood exposed to weather conditions; and as indicated.
 - B. Apply two (2) brush coats of same preservative used in original treatment to all sawed or cut surfaces of treated lumber.
- 3.6 Cleaning: Remove all excess materials and debris from site.

* * *

SECTION 06164: GYPSUM SHEATHING

PART 1 - GENERAL

- 1.1 SUMMARY:
- A. Section Includes: Fiberglass – Mat faced, moisture and mold resistant Gypsum Sheathing.
- 1.2 SUBMITTALS:
- A. Product Data: Manufacturer's specifications and installation instructions for each product specified.
- 1.3 WARRANTY:
- A. Manufacturer standard warranty against delamination of facing and degradation of sheet for a period of 12 months from installation of board.

PART 2 - PRODUCTS

- 2.1 MANUFACTURER:
- A. Gold Bond Building Products, LLC provided by National Gypsum Company: Gold Bond EXP Sheathing.
 - B. Georgia – Pacific Gypsum LLC: DensGlass Sheathing.

PART 3 - EXECUTION

- 3.1 GYPSUM SHEATHING INSTALLATION:
- A. General:
 - 1. Install in accordance with manufacturer recommendations and ASTM C1280, GA-253.
 - 2. Apply Sheathing vertically to metal framing.
 - 3. Stagger end joints on horizontal applications.

END OF SECTION 06164

SECTION 070150.19: PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY:

A. Section Includes:

1. Removal of temporary TPO covering and inspection of damaged roof assembly.
2. Patching and prepping existing roof membrane to accommodate new roof assembly.
3. Roof re-cover preparation.
4. Removal of base flashings and perimeter edge trim flashings.

B. Related Sections:

1. Division 01 Section "Summary" for use of the premises and phasing requirements.
2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.

1.3 MATERIALS OWNERSHIP:

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 DEFINITIONS:

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Existing Membrane Roofing System: Modified bitumen roofing membrane, and components and accessories between deck and roofing membrane.
- C. Roof Tear-Off: Removal and repairing of damaged roofing membrane assembly and accessories from existing membrane roofing system.
- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- E. Existing to Remain: Existing items of construction that are not indicated to be removed.

1.5

SUBMITTALS:

- A. Product Data: For each type of product indicated.
- B. Fastener pull-out test report.
- C. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

1.6

QUALITY ASSURANCE:

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Reroofing Conference: Conduct conference at Project site.
 - 1. Meet with Owner; Architect; Owner's insurer if applicable; testing and inspecting agency representative; roofing system manufacturer's representative; deck Installer; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing system tear-off and replacement including, but not limited to, the following:
 - a. Reroofing preparation, including membrane roofing system manufacturer's written instructions.
 - b. Temporary protection requirements for existing roofing system that is to remain during and after installation.
 - c. Existing roof drains and roof drainage during each stage of reroofing, and roof drain plugging and plug removal requirements.
 - d. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - e. Existing deck removal procedures and Owner notifications.
 - f. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
 - g. Structural loading limitations of deck during reroofing.
 - h. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect reroofing.
 - i. HVAC shutdown and sealing of air intakes.
 - j. Governing regulations and requirements for insurance and certificates if applicable.
 - k. Existing conditions that may require notification of Architect before proceeding.

1.7

PROJECT CONDITIONS:

- A. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
 - 1. Coordinate work activities daily with Owner so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area.
- B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- D. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
 - 1. Construction Drawings and Project Manual for existing roofing system are provided for Contractor's reference. Contractor is responsible for conclusions derived from existing documents.
- E. Limit construction loads on roof to 100 psf rooftop equipment wheel loads and 20 psf for uniformly distributed loads.
- F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1

PREPARATION:

- A. Protect existing membrane roofing system that is indicated not to be reroofed.
- B. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- C. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- D. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
- E. Verify that rooftop utilities and service piping have been shut off before beginning the Work.

3.2 ROOF TEAR-OFF:

- A. Roof Tear-Off: Where indicated, remove temporary and damaged roofing membranes. Patch and repair remaining construction to provide a suitable working surface acceptable to the roofing manufacturer.
- B. Remove perimeter roof edge trim and nailers to expose structure below as indicated on documents.
- C. Roof/wall flashing between Gymnasium and two-story building to be removed and replaced. Prepare walls and flashing assembly to accept new roofing membrane.

3.3 DECK PREPARATION:

- A. Inspect deck after partial tear-off of damaged membrane roofing system.
- B. If deck surface is not suitable for receiving new retrofit roof assembly or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.

3.4 FASTENER PULL-OUT TESTING:

- A. Perform fastener pull-out tests according to SPRI FX-1, and submit test report to Architect before installing new roofing system.
 1. Obtain Architect's approval to proceed with specified fastening pattern. Architect may furnish revised fastening pattern commensurate with pull-out test results.

3.5 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150.19

SECTION 07213: BATT INSULATION

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 batt and blanket insulation in exterior walls, ceiling and roof construction, along with accessory items, as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 Submittals:
- A. Submit samples clearly identified with manufacturer's name, brand name, R-value, and composition.
 - B. Submit certification or literature indicating that flame spread tested by ASTM E-84 is 25 or less.
 - C. Submit in accordance with requirements of Division 1.
- 1.4 Product Delivery and Storage: Deliver materials to project site in manufacturer's original packaging. Clearly identify manufacturer, contents, brand name, applicable standard, and R-value. Store materials off ground. Protect against weather, condensation, and damage. Immediately remove damaged material from site.
- 1.5 Scheduling: Coordinate installation with other trades whose Work may be affected or have effect.
- 1.6 Definition: R-value designation is the thermal resistance of insulation only, not including alleged air spaces or other factors assumed to result in higher R-values.

PART 2: PRODUCTS

- 2.1 Acceptable Manufacturers: For purposes of designating type and quality for the work under this Section, Drawings & Specifications are based on products manufactured by Owens-Corning or approved equal.
- 2.2 Insulation, Exposed: ASTM C-665; Type III, Class "B", Foil Faced, flame resistant, friction-fit, batts or rolls, size as indicated on drawings or as required for full thickness of partition.
- A. Ceiling: Provide R-30 minimum.
 - B. Walls: Provide R-11 minimum.

- 2.3 Insulation, Ceiling: FS HH-I-521F; Type III, Class "B", foil faced, flame spread 25 or less, smoke development 450 or less, acoustical and thermal, 24" x 48" batts. Provide R-30 minimum.
- 2.4 Insulation, Wall: ASTM C-665F, Type I, Class "A" un-faced, flame spread 25 or less, smoke developed 450 or less, R-value 19 as per stud size.
- 2.5 Insulation, Sound Control: Fiberglass batts, ASTM C-665, Type I, flame spread 10, smoke developed 10, 3-1/2 inches thick, R-13.
- 2.6 Insulation shall be size as indicated on drawings or as required for full thickness preparation.

PART 3: EXECUTION

- 3.1 Inspection: Examine areas scheduled to receive insulation to insure protection against inclement weather and other hazards and work of preceding trades is completed. Proceed with installation when conditions are satisfactory.
- 3.2 Installation:
- A. Maintain integrity of insulation over entire area to be insulated. Carefully cut and fit insulation around pipes, conduits, and other obstructions.
 - B. Install batt insulation in accordance with ASTM C 1320.
 - C. Install in exterior walls, roof and ceiling spaces without gaps or voids.
 - D. Fluff insulation to full thickness for specified R-value before installation.
 - E. Do not compress insulation.
 - F. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
 - G. Fit insulation tight in spaces and tight to exterior side of mechanical and electrical services within the plane of insulation.
 - H. Install insulation between studs by fitting each batt firmly into place. Insulation shall fit snugly between framing. Staple or nail to secure the top and sides of each batt so that batt does not sag.
 - I. Cut insulation to fit snugly around obstructions such as plumbing, vent lines, and electrical boxes. Fill small openings around windows, doors and other openings.

* * *

SECTION 07421 FORMED METAL WALL PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Exposed-fastener, lap-seam metal wall panels.
 - 2. measures and actions required, and furnish copy of record to each participant.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
- B. Sustainable Design Submittals:
 - 1. Product Data: For recycled content, indicating postconsumer and preconsumer recycled content and cost.
- C. Shop Drawings:
 - 1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
 - 2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 3" = 1'-0" (1:5).
- D. Calculations:
 - 1. Include calculations with registered engineer seal, verifying wall panel and attachment method resist wind pressures imposed on it pursuant to applicable building codes.
- E. Samples for Initial Selection: For each type of metal panel indicated with factory-applied finishes.
 - 1. Include Samples of trim and accessories involving color selection.

- F. Samples for Verification: For each type of exposed finish, prepared on Samples of size indicated below:
 - 1. Metal Panels: 12 inches (305 mm) long by actual panel width. Include fasteners, closures, and other metal panel accessories.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and Manufacturer.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- C. Field quality-control reports.
- D. Sample Warranties: For special warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For metal panels to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Manufacturer Qualifications: Company specializing in Architectural Sheet Metal Products.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Remove strippable protective covering on metal panels as panels are being installed. Do not leave the film on installed panels.

1.8 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.9 COORDINATION

- A. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.10 WARRANTY

- A. Galvalume Substrate Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.

- 1. Failures include, but are not limited to, the following:

- a. Structural failures including rupturing or perforating.
- b. Deterioration of metals and other materials beyond normal weathering.

- 2. Warranty Period: 20 years and 6 months from date of Substantial Completion.

- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

- 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

- a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
- b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
- c. Cracking, chipping, peeling, or failure of paint to adhere to bare metal.

- 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:

- 1. Wind Loads: As indicated on Drawings.
- 2. Deflection Limits: For wind loads, no greater than **1/180** of the span.

2.2 EXPOSED-FASTENER, LAP-SEAM METAL WALL PANELS

- A. General: Provide factory-formed metal panels designed to be field assembled by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps. Include accessories required for weathertight installation.
- B. Tapered-Rib-Profile, Exposed-Fastener Metal Wall Panels: Formed with raised, trapezoidal major ribs and a flat pan between major ribs.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Berridge Manufacturing Company; M-Panel or comparable product by one of the following:
 - a. Pac-Clad.
 - b. MBCI.
 - 2. Metallic-Coated Steel Sheet: Aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M, Class AZ50 (Class AZM150) coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a. Nominal Thickness: **0.024 inch (0.61 mm)**.
 - b. Exterior Finish: **Two-coat fluoropolymer**.
 - c. Color: **As selected by Architect from manufacturer's standard range**.
 - 3. Major-Rib Spacing: 6 inches (152 mm) o.c.
 - 4. Panel Coverage: 36 inches (914 mm).
 - 5. Panel Height: 0.75 inch (19 mm)

2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 40 mils (1.02 mm) thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Grace Ultra
 - b. Mid-States Asphalt Quick Stick HT
 - c. Polyglass Polystick MTS PLUS
 - d. Tamko TW Underlayment or TW Metal & Tile Underlayment
 - 2. Thermal Stability: Stable after testing at 240 deg F (116 deg C); ASTM D 1970.
 - 3. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.

2.4 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C 645, cold-formed, metallic-coated steel sheet, ASTM A 653/A 653M, G90 (Z275) hot-dip galvanized coating designation or

ASTM A 792/A 792M, Class AZ50 (Class AZM150) aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.

- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
 - 1. Closures: Provide closures at eaves and rakes, fabricated of same metal as metal panels.
 - 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 - 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- E. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
 - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
 - 2. Joint Sealant: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
 - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.5 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

- C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
 2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
 3. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
 4. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
 5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
 6. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
 - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal wall panel manufacturer for application but not less than thickness of metal being secured.

2.6 FINISHES

- A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Aluminum Panels and Accessories:
1. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat applied by panel manufacturer on a continuous coil coating line, with a top side dry film thickness of 0.75 ± 0.05 mil (0.019 ± 0.0013 mm) over 0.2 ± 0.05 mil (0.05 ± 0.0013 mm) primer coat, to provide a total dry film thickness of 0.95 ± 0.10 mil (0.024 ± 0.0025 mm). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
 - 1. Examine wall framing to verify that girts, angles, channels, studs, and other structural panel support members and anchorage have been installed within alignment tolerances required by metal wall panel manufacturer.
 - 2. Examine wall sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal wall panel manufacturer.
 - a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.3 METAL PANEL INSTALLATION

- A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Shim or otherwise plumb substrates receiving metal panels.
 - 2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
 - 3. Install screw fasteners in predrilled holes.
 - 4. Locate and space fastenings in uniform vertical and horizontal alignment.
 - 5. Install flashing and trim as metal panel work proceeds.
 - 6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
 - 7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
 - 8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

- B. Fasteners:
1. Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
 2. Aluminum Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use stainless-steel fasteners for surfaces exposed to the interior.
- C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- D. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.
1. Lap ribbed or fluted sheets one full rib. Apply panels and associated items true to line for neat and weathertight enclosure.
 2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
 3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
 4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
 5. Flash and seal panels with weather closures at perimeter of all openings.
- E. Watertight Installation:
1. Apply a continuous ribbon of sealant or tape to seal lapped joints of metal panels, using sealant or tape as recommend by manufacturer on side laps of nesting-type panels; and elsewhere as needed to make panels watertight.
 2. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
 3. At panel splices, nest panels with minimum 6-inch (152-mm) end lap, sealed with sealant and fastened together by interlocking clamping plates.
- F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal wall panel manufacturer; or, if not indicated, provide types recommended by metal panel manufacturer.
- G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.
1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof performance.

2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).

3.4 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
- B. After metal panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.
- C. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 074213.13

SECTION 07540: ADHERED SYSTEM

PART 1 GENERAL

1.1 Summary

- A. Section Includes
 - 1. Thermoplastic Polyolefin Single-Ply Roofing Membrane
 - 2. Thermoplastic Polyolefin Flashings
 - 3. Thermoplastic Polyolefin Accessories
 - 4. Roof Insulation
- B. Related Sections
 - 1. Section 06100: Rough Carpentry
 - 2. Section 07620: Sheet Metal Flashing and Trim

1.2 References

- A. American Society for Testing and Materials (ASTM) - *Annual Book of ASTM Standards*
 - 1. ASTM D-751 – Standard Test Methods for Coated Fabrics
 - 2. ASTM D-2137 - Standard Test Methods for Rubber Property—Brittleness Point of Flexible Polymers and Coated Fabrics
 - 3. ASTM E-96 - Standard Test Methods for Water Vapor Transmission of Materials
 - 4. ASTM D1204 - Standard Test Method for Linear Dimensional Changes of Non-Rigid Thermoplastic Sheeting or Film at Elevated Temperature
 - 5. ASTM D-471 - Standard Test Method for Rubber Property—Effect of Liquids
 - 6. ASTM D-1149 - Standard Test Methods for Rubber Deterioration—Cracking in an Ozone Controlled Environment
 - 7. ASTM C-1549 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer
 - 8. ASTM C-1371 - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers
 - 9. ASTM E 903 – Standard Test Method for Solar Absorptance, Reflectance, and Transmission of Materials Using Integrating Spheres
- B. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - *Architectural Sheet Metal Manual*
- C. National Roofing Contractors Association (NRCA)
- D. American Society of Civil Engineers (ASCE)
- E. Factory Mutual (FM Global) - *Approval Guide*
- F. Underwriters Laboratories (UL) - *Roofing Systems and Materials Guide (TGFU R1306)*
- G. Miami Dade County

1.3 Definitions

- A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) *Roofing and Waterproofing Manual* for definitions of roofing terms related to this section.

1.4 Submittals

- A. Product Data: Provide product data sheets for each type of product indicated in this section.
- B. Shop Drawings: Provide manufacturers standard details and approved shop drawings for the roof system specified.
- C. Samples: Provide samples of insulations, fasteners, membrane materials and accessories for verification of quality.
- D. Certificates: Installer shall provide written documentation from the manufacturer of their authorization to install the roof system, and eligibility to obtain the warranty specified in this section.

1.5 Quality Assurance

- A. Manufacturer's Qualifications: GAF® shall provide a roofing system that meets or exceeds all criteria listed in this section.
- B. Installer's Qualifications:
 - 1. Installer shall be classified as a **Master or Master Select™** contractor as defined and certified by GAF®.
 - 2. Installer shall be classified as a **Master Select™** contractor as defined and certified by GAF®.
 - 3. Installer shall be classified as a **Master** contractor as defined and certified by GAF®.
 - 4. Installer shall be classified as a **Certified Maintenance Professional** as defined and certified by GAF®.
- C. Source Limitations: All components listed in this section shall be provided by a single manufacturer or approved by the primary roofing manufacturer.
- D. Final Inspection: Manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors must be addressed, and final punch list completed.

1.6 Pre-Installation Conference

- A. Prior to scheduled commencement of the roofing installation and associated work, conduct a meeting at the project site with the installer, architect, owner, contractor, roofing membrane representative and any other persons directly involved with the performance of the work. The installer shall record conference discussions to include decisions and agreements reached (or disagreements) and furnish copies of recorded discussions to each attending party. The main purpose of this meeting is to review foreseeable methods and procedures related to roofing work.

1.7 Performance Requirements

- A. Provide an installed roofing membrane and base flashing system that does not permit the passage of water and will withstand the design pressures calculated in accordance with the most current revision of ASCE 7.
- B. GAF® shall provide all primary roofing materials that are physically and chemically compatible when installed in accordance with manufacturers' current application requirements.

1.8 Regulatory Requirements

- A. All work shall be performed in a safe, professional manner, conforming to all federal, state, and local codes.
- B. Exterior Fire Test Exposure: Provide a roofing system achieving a UL Class A rating for roof slopes indicated.
- C. Miami-Dade County Product: Provide a roofing system which will achieve a -45.0 psf (90 psi) wind uplift rating, as listed in the most current NOA (Notice of Acceptance).
 - 1. NOA No.: 18-0523.05 page 12 of 89.

1.9 Delivery, Storage And Handling

- A. Deliver all roofing materials to the site in original containers, with factory seals intact. All products are to carry a GAF® label.
- B. Store all pail goods in their original undamaged containers in a clean, dry location within their specified temperature range. Reference data sheets for product storage requirements.
- C. Do not expose materials to moisture in any form before, during or after delivery to the site. Reject delivery of materials that show evidence of contact with moisture.
- D. Use "breathable" type covers such as canvas tarpaulins to allow venting and protection from weather and moisture. Cover and protect materials at the end of each workday. Do not remove any protective tarpaulins until immediately before the material will be installed.

1.10 Project Conditions

- A. Weather
 - 1. Proceed with roofing only when existing and forecasted weather conditions permit.
 - 2. Ambient temperatures must be above 45°F (7.2°C) when applying hot asphalt or water-based adhesives.

1.11 Warranty/Guarantee:

- A. Provide manufacturers standard GAF All-American Pledge™ Guarantee with single source coverage and no monetary limitation where the manufacturer agrees to repair or replace components in the roofing system, which cause a leak due to a failure in materials or workmanship. Duration: Twenty (20) years from the date of completion.

1. Materials and workmanship of listed products within this section are included when installed in accordance with current GAF application and specification requirements. Contact GAF Technical Support Services for the full terms and conditions of the guarantee.

PART 2 PRODUCTS

2.1 Acceptable Manufacturer

- A. GAF® - 1 Campus Drive, Parsippany, NJ 07054
- B. Subject to compliance with requirements, acceptable manufacturers must submit complete roof systems for approval.
- C. All acceptable manufacturers' roofing systems must meet these Specifications as minimum concerning membrane type, thickness, accessories, and warranty requirements.

2.2 Air And Vapor Retarder System

- A. Proprietary formulated elastomeric styrene-butadiene-styrene (SBS) polymer modified bitumen in combination with a high tack self-adhesive, **GAF SA Vapor Retarder** by GAF.

2.3 Insulation

- A. Rigid polyisocyanurate board, with a glass-reinforced, cellulosic felt facer.
 1. **EnergyGuard™ Polyiso Insulation** by GAF®,
 - a. Board Thickness: one inch, minimum
 - b. Thermal Resistance (LTTR value) of 5.7
 - c. Compressive Strength: 20 PSI, meets ASTM C1289, Type II, Class 1, Grade 2.
 2. **EnergyGuard™ Tapered Polyiso Insulation** by GAF®,
 - a. Board Thickness: tapered, one-half inch, minimum
 - b. Compressive Strength: 20 PSI, meets ASTM C1289, Type II, Class 1, Grade 2.

2.4 Roof Board

- A. Fiber-reinforced gypsum panel with an integral water-resistant core. **Secure® Gypsum Fiber Roof Board** by US Gypsum.
 1. Board Thickness: one-half inch
 2. Thermal Resistance (R value) of 0.50.

2.5 Membrane Materials

- A. A fleece-backed, polyester scrim reinforced thermoplastic polyolefin membrane for use as a single ply roofing membrane. Meets or exceeds

the minimum requirements of ASTM D-6878. UL Listed, FM Approved, Dade County Product Approval, Florida Building Code Approved.

1. **EverGuard® Fleece-Back TPO 60 Mil Membrane by GAF.**
 - a. Thickness: 60mil
 - b. Full Sheet size:
 - i) 10' X 100', 1000 sq.ft., weighing 344 lbs.
 - c. Half sheet size:
 - i) 5' X 100', 500 sq.ft., weighing 185 lbs..
 - ii) Required to be used in the perimeter for mechanically attached systems.
 - iii) Color: White – Energy Star Listed, CRRC Listed and Title 24 Compliant.

2.6 Flashing Materials

- A. A fleece-backed, polyester scrim reinforced thermoplastic polyolefin membrane, for use as a single ply roofing membrane. Meets or exceeds the minimum requirements of ASTM D-6878. UL Listed, FM Approved, Dade County Product Approval, Florida Building Code Approved.
 1. **EverGuard® Fleece-Back TPO 60 Mil Membrane by GAF.**
 - a. Thickness: 60mil
 - b. Full Sheet size:
 - i) 12' x 100, 1200 sq.ft, or
 - ii) 10' X 100', 1000 sq.ft., or
 - iii) 8' x 100', 800 sq. ft.
 - c. Half sheet size:
 - i) 6' x 100', 600 sq.ft., or
 - ii) 5' x 100', 500 sq.ft.
 - iii) Color: White - Energy Star Listed, CRRC Listed and Title 24 Compliant.

2.7 ADHESIVES, SEALANTS And PRIMERS

- A. Water-based Bonding Adhesive: Water based rubberized adhesive for use with EverGuard® TPO membranes, **EverGuard® WB181 Bonding Adhesive**, by GAF®.
- B. Solvent based primer for preparing surfaces to receive butyl based adhesive tapes, **EverGuard® TPO Primer**, by GAF®.
- C. Low VOC solvent-based primer for preparing surfaces to receive butyl based adhesive tapes, **EverGuard® TPO Low VOC Primer**, by GAF®.
- D. Solvent based seam cleaner used to clean exposed or contaminated seam prior to heat welding, **EverGuard® TPO Seam Cleaner**, by GAF®.
- E. Low VOC solvent-based cleaner used to clean exposed or contaminated seam prior to heat-welding or priming, **EverGuard® CleanWeld™ Conditioner**, by GAF®.
- F. Solvent based, trowel grade synthetic elastomeric sealant. Durable and UV resistant suitable for use where caulk is typically used. Available in 10 oz. tubes, **FlexSeal™ Caulk Grade Roof Sealant** by GAF®.
- G. Commercial grade roofing sealant suitable for sealing the upper lip of exposed termination bars and penetrations and around clamping rings and comes with a 20 yr. ltd warranty against leaks caused by

manufacturing defects. Meets the performance criteria of ASTM D412, ASTM D2196, ASTM D1475 and ASTM D1644, **FlexSeal™ Roof Sealant**, by GAF®.

- H. One-part moisture cure, self-leveling sealant designed for use in pitch pans **EverGuard® One-Part Pourable Sealer** by GAF®.
- I. One part butyl based high viscosity sealant suitable for sealing between flashing membrane and substrate surface behind exposed termination bars and for sealing between roofing membrane and drain flange. **EverGuard® Water Block**, by GAF®.
- J. Solvent based liquid, required to protect field cut edges of EverGuard® TPO membranes. Applied directly from a squeeze bottle, **EverGuard® TPO Cut Edge Sealant**, by GAF®.

2.8

PLATES & FASTENERS

- A. **Drill•Tec™ Standard Screws:** Standard duty alloy steel insulation fastener with CR-10 coating with a .215" diameter thread. Factory Mutual Standard 4470 Approved, #3 Phillips head for use on steel and wood decks.
- B. **Drill•Tec™ HD Screws:** Heavy gauge alloy steel fastener with CR-10 coating with a .245" diameter thread. Miami Dade and Factory Mutual Standard 4470 Approved, #3 Phillips truss head for use on wood, concrete and steel decks.
- C. **Drill•Tec™ Insulation Plates:** Galvalume, 3" (76 mm) diameter, suitable for use with Drill•Tec™ Standard and HD screws, and Drill•Tec™ Spikes. Special design available for use with Drill•Tec™ Polymer Screws.

2.9

Accessories

- A. General Flashing Accessories
 - 1. A smooth type, unreinforced thermoplastic polyolefin-based membrane for use as an alternative flashing/reinforcing material for penetrations and corners. Required whenever preformed vent boots cannot be used, available in White, 0.055 inches (55 mils) nominal thickness and sheet size: 24in x 50ft. **EverGuard® TPO UN-55 Detailing Membrane**, by GAF®.
 - 2. An 8 inch (203 mm) wide smooth type, polyester scrim reinforced thermoplastic polyolefin membrane strip for use as a cover strip over coated metal and stripping-in coated metal flanges and general repairs: 0.045 inches (45 mils) nominal thickness with 100-foot length, available in White, **EverGuard® TPO 45 Mil Utility Flashing Membrane**, by GAF®.
 - 3. 25 mil TPO membrane laminated to galvanized sheet metal for fabrication into metal gravel stop and drip edge profiles, metal base and curb flashings, sealant pans, and scupper sleeves. **EverGuard Extreme® TPO Coated Metal**, by GAF®.
 - a) Metal type: 24-gauge Stainless steel
 - b) Sheet Color: White
 - 4. Extruded aluminum termination bar with angled lip caulk receiver and lower leg bulb stiffener. Pre-punched slotted holes at 6" on center or 8" on center. ¾" x 10' with 0.090" cross section, **DRILL-TEC™ Termination Bar**, by GAF®.

B. Roof Edge Accessories

1. Two-part assembly with a continuous cleat and a formed high-quality KYNAR 500® finish cover tested per ANSI/SPRI/FM4435/ES-1. The system shall have all concealed fasteners with no penetration on horizontal roof surface available in 10' lengths, **EverGuard® Drip Edge** by GAF®.
2. A 6 inch (14 cm) wide, smooth type, heat-weldable polyester scrim reinforced thermoplastic polyolefin membrane strip. Designed for use as a cover strip over non-coated metal edges and flanges. Each full roll contains approximately 100 Lineal Ft. of material, 6" X 100'. **EverGuard® TPO Heat-Weld Cover Tape**, by GAF®.

C. Wall & Curb Accessories

1. .045" reinforced TPO membrane with pressure sensitive adhesive, to be installed on horizontal surfaces using plates and fasteners as a base attachment in fully adhered systems. Size 6" x 100', **EverGuard® RTA (Roof Transition Anchor) Strip™**, by GAF®
2. 55 mil TPO membrane and 24 gauge coated metal prefabricated into standard through wall scuppers. Size: 4" x 6" x 12" (l x w x d) with a 5.75" x 3.75" opening, **EverGuard® TPO Scupper**, by GAF®
3. 0.060" thick reinforced TPO membrane fabricated corners. Four corners are required to flash curbs, **EverGuard® Corner Curb Wraps**, by GAF®.
4. 0.060" thick molded TPO membrane outside corners of base and curb flashing. Hot-air welds directly to EverGuard® TPO membrane. Size 4" x 4" with 6" flange, **EverGuard® TPO Universal Corners** by GAF®.
5. 0.055" molded TPO membrane inside corners of base and curb flashing. Hot-air welds directly to EverGuard® TPO membrane. Size 6" x 6" x 5.5" high **EverGuard® TPO Preformed Corners** by GAF®.
6. 8" diameter, nominal .050" vacuum formed unreinforced TPO membrane for use in flashing outside corners of base and curb flashings, **EverGuard® TPO Fluted Corner**, by GAF®.

D. Penetration Accessories

1. 0.075" thick molded TPO membrane sized to accommodate most common pipe and conduits, (1" (25.4 mm) to 6" diameter pipes), including square tube. Hot-air welded directly to EverGuard® TPO membrane, supplied with stainless steel clamping rings, **EverGuard® TPO Preformed Vent Boots** by GAF®.
2. 0.045" or 0.60" thick molded TPO membrane preformed boots are split to accommodate most common pipes and conduits and available in three standard sizes, **EverGuard® TPO Split Pipe Boots**, by GAF®.
3. 0.045" or 0.60" thick molded TPO membrane preformed square boots are split to accommodate most common square penetrations and conduits and available in three standard sizes, **EverGuard® TPO Square Tube Wraps**, by GAF®.
4. .070 thick molded penetration pocket to provide structure and foundation for the application of a pourable sealant for a variety of

roof penetrations, weldable and 9" x 6" x 4" (l x w x h).
EverGuard® TPO Pourable Sealer Pocket

5. Mechanical seal and drop-in-ready, one-piece seamless aluminum body with integral flange. Heavy duty cast aluminum strainer dome and clamping ring and built-in vortex breaker for increase water flow. **EverGuard® TPO Coated SpeedTite Drain** by GAF®.
- E. Field Of Roof Accessories
1. 0.055" thick smooth type, unreinforced thermoplastic polyolefin membrane designed for use as a conforming membrane seal over T-joints in 60 mil membrane applications. **EverGuard® T-Joint Patches**, by GAF®.
 2. 1/8" thick extruded and embossed TPO roll 30" x 50', heat welds directly to roofing membrane. Unique herringbone traction surface. Gray in color, **EverGuard® TPO Walkway Rolls**, GAF®.

PART 3 EXECUTION

3.1 Examination

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers, or gutters.
- D. Verify that the deck surfaces are dry and free of water, ice, or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set, and that all flashings are tapered.

3.2 Substrate Preparation

- A. Tear-off
 1. Remove all existing roofing materials to the roof decking, including flashings, metal edgings, drain leads, pipe boots, and pitch pockets, and clean substrate surfaces of all asphalt and adhesive contaminants.
 2. Confirm the quality and condition of the roof decking by visual inspection. Fastener pull-out testing must be conducted by the roof fastener manufacturer.
 3. Secure all loose decking. Remove and replace all deteriorated decking.
 4. Remove abandoned equipment and equipment supports.
 5. Confirm that the height of equipment supports will allow the installation of full-height flashings.
- B. Steel Deck
 1. When re-roofing over steel decks, surface corrosion shall be removed, and repairs to severely corroded areas made. Loose or inadequately secured decking shall be fastened, and irreparable or otherwise defective decking shall be replaced.
- C. Lightweight Insulating Concrete Deck

1. When re-roofing over existing insulating concrete decks, remove all loose or broken concrete to expose metal decking below. Inspect areas for possible water retention and dry out any areas where required. Remove any soggy or damaged concrete and allow area to dry. Inspect metal decking for any deficiencies. Infill exposed metal decking with new matching material or suitable equivalent approved by A/E built-up layers of rigid polyiso insulation board; thickness to match adjacent concrete levels.

3.3 Nailer Installation

A. Acceptable Material

1. Solid Blocking: Non-pressure treated wood as required, #2 Grade or better, nominal 1 1/4" (30 mm) x 4" (102 mm) with a minimum thickness of 3 1/2" (88 mm).
2. Shim Material: Plywood, 1/2" (13 mm) x width to match solid blocking.
3. Verify the condition of existing roof nailers and anchor to resist 250 lb. per ft. (550 kg) load applied in any direction. New nailers should meet same load requirements.
4. DRILL-TEC™ HD screws 18" (457 mm) o.c. attachment to structural wood, steel decks with a 1" (25 mm) thread embedment.
5. DRILL-TEC™ spikes or HD screws 18" (457 mm) o.c. attachment to concrete decks. Min. 1" (25 mm) shank or thread penetration.
6. Wood nailers attached to gypsum, concrete, cellular concrete, and cementitious wood fiber must be fastened 12" (305 mm) o.c., through the nailer into the substrate with substrate approved DRILL-TEC™ fasteners.
7. Three anchors per length of wood nailer minimum.

B. Metal Blocking

1. 20 Ga. galvanized steel box with pre-punched holes and supplied with corrosion-resistant fasteners.
2. Closure and finish strip required for metal decking.
3. Secure in place using provided #14 x 1½-in. universal fasteners through pre-punched holes to roof edge.
4. Install end cap and top of box section with #14 x 1½-in. universal fasteners.

3.4 Installation - General

- A. Install GAF®'s EverGuard® TPO roofing system according to all current application requirements in addition to those listed in this section.
- B. GAF® EverGuard® TPO Specification #: **System to be designed and submitted by GAF®.**
- C. Start the application of membrane plies at the low point of the roof or at the drains, so that the flow of water is over or parallel to, but never against the laps.

Insulation

A. General

1. Do not apply roof insulation or roofing until all other work trades have completed jobs that require them to traverse the deck on foot or with equipment. Apply the vapor barrier over the existing substrate prior to the insulation and final roofing installation. Before the application of the insulation, any damage or deterioration to the vapor retarder must be repaired.
2. Do not install wet, damaged, or warped insulation boards.
3. Install insulation boards with staggered board joints in all directions a minimum of 6" (152 mm) between layers.
4. Install insulation boards snug. Gaps between board joints must not exceed ¼" (6 mm). All gaps in excess of ¼" (6 mm) must be filled with like insulation material.
5. Wood nailers must be 3-1/2" (89 mm) minimum width or 1" (25.4 mm) wider than metal flange. They shall be of equal thickness as the insulation and be treated for rot resistance. All nailers must be securely fastened to the deck.
6. Do not kick insulation boards into place.
7. Miter and fill the edges of the insulation boards at ridges, valleys, and other changes in plane to prevent open joints or irregular surfaces. Avoid breaking or crushing the insulation in the corners.
8. Insulation should not be installed over new lightweight insulating concrete.
9. Roof tape, if required over insulation joints, must be laid evenly, smoothly and embedded in a uniform coating of hot steep asphalt with 4" (102 mm) end laps. Care must be taken to assure smooth application of tape, and full embedment of the tape in the asphalt.
10. Do not install any more insulation than will be completely waterproof each day.
11. Pre-drilling is required for concrete decks.
12. Where insulation is to be adhered in insulation adhesive, adhesion testing is required. The maximum board size for Polyiso roof insulation is 4' x 4'. Gypsum boards may be adhered in 4' x 8' boards except where code requirements supersede.
13. Do NOT install insulation boards that are wet, warped, or buckled; they must be discarded. Insulation boards that are broken, cracked, or crushed shall not be installed unless the damaged area is first removed and discarded.
14. Remove and replace insulation boards that become wet or damaged after installation.
15. Install no more insulation than can be properly covered by the end of each day with roofing membrane.

B. Insulation Placement And Attachment

1. Efforts shall be made so the top layer of insulation is at least 2" thick polyiso or an approved ½" minimum cover board in order to reduce the number of fasteners without jeopardizing the performance of the roofing assembly.
2. Where the steel deck flutes are perpendicular to the perimeter wall, fill the flutes minimum 12" away from the wall with spray foam insulation.

C. Thermal Shorts/Thermal Bridging

1. To reduce the effects of thermal shorts, roof insulation should be installed in at least two layers with offset joints to minimize air leakage and movement.
2. To reduce the effects of thermal bridging, the roof membrane and upper layer(s) of rigid board insulation should be adhered. Mechanical fasteners as the securement method for a roof membrane or the upper layer(s) of rigid board insulation allows thermal bridging to occur and is less energy efficient.
3. When the substrate is a steel roof deck, the first layer of insulation (i.e., the layer in direct contact with the roof deck) may be mechanically attached. Subsequent layers should be installed with adhesives.

D. Insulation Application

1. The insulation must be securely attached to the roof deck with Drill-Tec™ #12 and/or #14 Fasteners and 3" plates.
2. Fasten using the following pattern (membrane manufacturer to verify fastening pattern will resist design wind loads per ASME 7):
 - a. Field: 8 fasteners per 4' x 8' board
 - b. Perimeter: 12 fasteners per 4' x 8' board
 - c. Corners: 16 fasteners per 4' x 8' board.
3. Use only fasteners with a minimum 3-inch (7.6 cm) stress plate when mechanically attaching insulation. Do not attach insulation with nails.

3.3 Membrane Application

A. General

1. Substrates must be inspected and accepted by the contractor as suitable to receive and hold roof membrane materials.
2. Place roof membrane so that wrinkles and buckles are not formed. Any wrinkles or buckles must be removed from the sheet prior to permanent securement.
3. Membrane that has been exposed for more than 12 hours or has become contaminated will require additional cleaning methods.
 - a) Light Contamination - Membrane that has been exposed overnight up to a few days to debris, foot traffic, or dew or light precipitation can usually be cleaned with a white cloth moistened with EverGuard® TPO Cleaner (or EverGuard® CleanWeld™ Conditioner, a low-VOC cleaner) for TPO membranes.
 - b) Dirt-Based Contamination - Membrane that is dirt encrusted will require the use of a low-residue cleaner, such as Formula 409® and a mildly abrasive scrubbing pad to remove the dirt. This must be followed by cleaning with a white cloth moistened with EverGuard® TPO Cleaner (or EverGuard® CleanWeld™ Conditioner) for TPO membranes. Be sure to wait for solvent to flash off prior to welding.
 - c) Exposure-Based Contamination - Membrane that is weathered or oxidized will require the use of EverGuard® TPO Cleaner, EverGuard® CleanWeld™ Conditioner, and

a mildly abrasive scrubbing pad to remove the weathered/oxidized top surface layer. This must be followed by cleaning with a white cloth moistened with EverGuard® TPO Cleaner (or EverGuard® CleanWeld™ Conditioner) for TPO membranes. Unexposed membrane left in inventory for a year or more may need to be cleaned as instructed above. Be sure to wait for solvent to flash off prior to welding.

- d) Chemical-Based Contamination - Membrane that is contaminated with bonding adhesive, asphalt, flashing cement, grease and oil, and most other contaminants usually cannot be cleaned sufficiently to allow an adequate heat weld to the membrane surface. These membranes should be removed and replaced.

B. Fully Adhered

1. All work surfaces should be clean, dry, and free of dirt, dust, debris, oils, loose and/or embedded gravel, un-adhered coatings, deteriorated membrane, and other contaminants that may result in a surface that is not sound or is uneven.
2. Full-width rolls can be installed throughout the field and perimeter of the roof. Half sheets are not necessary.
3. Overlap roof membrane a minimum of 3" (76 mm) for end laps. For fleece-back membrane, butt ends together and cover joint with 8" (203 mm) wide EverGuard Flashing Strip heat-welded. Membranes are provided with lap lines along the side laps.
4. Best practice is to install membrane so that the side laps run across the roof slope lapped toward drainage points.
5. All exposed sheet corners must be rounded a minimum of 1" (25 mm).
6. Use full-width rolls throughout the field and perimeter of the roof. Half sheets are not necessary.
7. Membrane laps shall be heat-welded together. All welds shall be continuous, without voids or partial welds. Welds shall be free of burns and scorch marks.
8. Weld shall be a minimum of 1" (25.4 mm) in width for automatic machine welding and a minimum 2" in width for hand welding.
9. Roof membrane must be mechanically attached along the base of walls with screws and plates 6" (152 mm) on center.
10. Adhesives should be applied to membrane at the rates listed on the pail.
11. Use appropriate bonding adhesive for substrate surface, applied with a solvent-resistant roller, brush, or squeegee
12. Adhere approximately one half of the membrane sheet at a time. One half of the sheet's length shall be folded back in turn to allow for adhesive application. Lay membrane into adhesive once the bonding adhesive is tacky to the touch.
13. Roll membrane with a weighted roller to ensure complete bonding between adhesive and membrane.

14. Prevent seam contamination by keeping the adhesive application a few inches back from the seam area.
15. Reference the Adhesive securement tables in the *EverGuard® Application and Specifications Manuals* for substrate adhesion and compatibility.
16. Roll in membrane using a 150 lb. membrane roller or equivalent.

3.5

Flashings

A. General

1. All penetrations must be at least 24" (610 mm) from curbs, walls, and edges to provide adequate space for proper flashing.
2. Flash all perimeter, curb, and penetration conditions with coated metal, membrane flashing, and flashing accessories as appropriate to the site condition.
3. All coated metal and membrane flashing corners shall be reinforced with preformed corners or non-reinforced membrane.
4. Heat-weld all flashing membranes, accessories, and coated metal. A minimum 2" (52 mm) wide hand weld or minimum 1" (25 mm) to 1-1/2" (39 mm) automatic machine weld is required.
5. Consult the *EverGuard® Application and Specifications Manual* or GAF® Technical Support Services for more information on specific construction details, or those not addressed in this section.
6. EverGuard Extreme® flashings and accessories are required for use with EverGuard Extreme® membranes.
7. Prior to placement of insulation boards, completely fill transition space between roof and any penetrations with foam pack a minimum of 12" from transition and up to level of cover board as shown in cold storage details to seal against moisture vapor drive

B. Coated Metal Flashings

1. Coated metal flashings shall be formed in accordance with current EverGuard® construction details and SMACNA guidelines.
2. Coated metal sections used for roof edging, base flashing and coping shall be butted together with a 1/4" (7 mm) gap to allow for expansion and contraction. Heat-weld a 6" (152 mm) wide reinforced membrane flashing strip to both sides of the joint, with approximately 1" (25.4 mm) on either side of the joint left unwelded to allow for expansion and contraction. 2" (52 mm) wide aluminum tape can be installed over the joint as a bond-breaker, to prevent welding in this area.
3. Coated metal used for sealant pans, scupper inserts, corners of roof edging, base flashing and coping shall be overlapped or provided with separate metal pieces to create a continuous flange condition, and pop-riveted securely. Heat-weld a 6" (152 mm) wide reinforced membrane flashing strip over all seams that will not be sealed during subsequent flashing installation.
4. Provide a 1/2" (13 mm) hem for all exposed metal edges to provide corrosion protection and edge reinforcement for improved durability.

5. Provide a ½" (13 mm) hem for all metal flange edges whenever possible to prevent wearing of the roofing and flashing membranes at the flange edge.
6. Coated metal flashings shall be nailed to treated wood nailers or otherwise mechanically attached to the roof deck, wall, or curb substrates, in accordance with construction detail requirements.

C. Reinforced Membrane Flashings

1. The thickness of the flashing membrane shall be the same as the thickness of the roofing membrane.
2. Membrane flashing may either be installed loose or fully adhered to the substrate surface in accordance with "Construction Detail Requirements."
3. Apply the adhesive only when outside temperature is above 40°F. Recommended minimum application temperature is 50°F to allow for easier adhesive application. Water-based adhesives are approved for use with smooth TPO membranes for flashings only
4. The membrane flashing shall be carefully positioned prior to application to avoid wrinkles and buckles.
5. Please note that solvent-based adhesives must be allowed to dry until tacky to the touch before mating flashing membrane. Water-based adhesive must be allowed to flash off completely.
6. Heat-weld all laps in EverGuard® smooth-reinforced flashing membrane in accordance with heat-welding guidelines. All seams in fleece-back membrane and smooth field sheet must be stripped in with 8" (203 mm) flashing strip.
7. For extended length guarantees, separate counter flashing is required; exposed termination bars are not acceptable

D. Un-Reinforced Membrane Flashings

1. Un-reinforced membrane is used to field-fabricate penetration or reinforcement flashings in locations where preformed corners and pipe boots cannot be properly installed.
2. Penetration flashings constructed of un-reinforced membrane are typically installed in two sections, a horizontal piece that extends onto the roofing membrane and a vertical piece that extends up the penetration. The two pieces are overlapped, and hot-air welded together.
3. Apply the adhesive only when outside temperature is above 40°F. Recommended minimum application temperature is 50°F to allow for easier adhesive application. Water-based adhesives are approved for use with smooth TPO membranes for flashings only
4. The membrane flashing shall be carefully positioned prior to application to avoid wrinkles and buckles.
5. Please note that solvent-based adhesives must be allowed to dry until tacky to the touch before mating flashing membrane. Water-based adhesive must be allowed to flash off completely.

E. Roof Edges

1. Roof edge flashings are applicable for gravel stop and drip edge conditions as well as for exterior edges of parapet walls.
2. Flash roof edges with coated metal flanged edging with a minimum 3" (76 mm) wide flange nailed 4" (102 mm) on center to

wood nailers, and heat weld 8" (203 mm) membrane strip to metal flanges.

3. When the fascia width exceeds 4" (102 mm), coated metal roof edging must be attached with a continuous cleat to secure the lower fascia edge. The cleat must be secured to the building no less than 12" (305 mm) o.c.
4. Flash roof edge scuppers with a coated metal insert that is mechanically attached to the roof edge and integrated as a part of the metal edge.
5. Alternatively, roof edges may be flashed with a 2-piece snap on fascia system, adhering the roof membrane to a metal cant and face nailing the membrane 8" (152 mm) on center prior to installing a snap-on fascia.
 - a) Submit design drawings for review and approval to Architect or Specifier before fabrication.
 - b) Installing contractor shall check as-built conditions and verify the manufacturer's roof edging details for accuracy to fit the wall assembly prior to fabrication. The installer shall comply with the roof edging manufacturer's installation guide when setting edging.

F. Parapet And Building Walls

1. Flash walls with EverGuard® TPO membrane adhered to the substrate with bonding adhesive, loose applied or with coated metal flashing nailed 4" (102 mm) on center to pressure-treated wood nailers.
2. Maximum flashing height without intermediate fastening is 24" (610 mm) for loose-applied flashing and 54" (1.4 m) for adhered flashing
3. Secure membrane flashing at the top edge with a termination bar. EverGuard® Water Block shall be applied between the wall surface and membrane flashing underneath all exposed termination bars. Exposed termination bars shall be mechanically fastened 6" (152 mm) on center for guarantees less than 20 years and 12" (305 mm) on center for guarantees greater than 20 years or that are counter-flashed.
4. Exposed termination bars must be sealed with Flexseal™ Caulk Grade Sealant.
5. Roof membrane must be mechanically attached along the base of walls with screws and plates 12" (305 mm) on center.
6. Metal cap flashings must have continuous cleats or be face fastened 12" (305 mm) o.c. on both the inside and outside of the walls.
7. Flash wall scuppers with a coated metal insert that is mechanically attached to the wall and integrated as part of the wall flashing.
8. Roof Transition Anchor (R.T.A.) Strip may be installed as the alternate method as a base attachment.

G. Curbs And Ducts

1. Flash curbs and ducts with EverGuard® TPO membrane adhered to the curb substrate with bonding adhesive, loose applied or with coated metal flashing nailed 4" on center to pressure-treated wood nailers.

2. Maximum flashing height without intermediate fastening is 24" (610 mm) for loose-applied flashing and 54" (1.4 m) for adhered flashing
3. Secure membrane flashing at the top edge with a termination bar. EverGuard® Water Block shall be applied between the wall surface and membrane flashing underneath all exposed termination bars. Exposed termination bars shall be mechanically fastened 6" (152 mm) on center for guarantees less than 20 years and 12" (305 mm) on center for guarantees greater than 20 years or that are counter-flashed.
4. Exposed termination bars must be sealed with Flexseal™ Caulk Grade Sealant.
5. Roof membrane must be mechanically attached along the base of walls with screws and plates 12" (305 mm) on center [6" (152 mm) on center for Ballasted Systems]
6. Metal counterflashing may be optional with fully adhered flashings depending on guaranteed requirements. Exposed termination bars must be sealed with Flexseal™ Roofing Cement.
7. All coated metal curb flashings and loose applied membrane flashings must be provided with separate metal counterflashings, or metal copings

H. Roof Drains

1. Roof drains must be fitted with compression type clamping rings and strainer baskets. Original-type cast iron retrofit-type cast iron or aluminum drains are acceptable.
2. Roof drains must be provided with a minimum 36" x 36" (914 mm x 914 mm) sump if applicable. Slope of tapered insulation within the sump shall not exceed 4" in 12".
3. Extend the roofing membrane over the drain opening. Locate the drain and cut a hole in the roofing membrane directly over the drain opening. Provide a ½" (13 mm) of membrane flap extending past the drain flange into the drain opening. Punch holes through the roofing membrane at drain bolt locations.
4. For cast iron and aluminum drains, the roofing membrane must be set in a full bed of FlexSeal™ Caulk Grade Sealant on the drain flange prior to securement with the compression clamping ring. Typical application is one 10.5-ounce cartridge of FlexSeal™ Caulk Grade Sealant per drain.
5. Lap seams shall not be located within the sump area. Where lap seams will be located within the sump area, a separate smooth membrane drain flashing a minimum of 12" (305 mm) larger than the sump area must be installed. The membrane flashing must be heat-welded to the roof membrane. Alternately, if the seam does not run under the clamping ring, it can be covered with a 6" (152 mm) wide reinforced-membrane strip heat-welded to the membrane.
6. Tighten the drain compression ring in place.

I. Scuppers

1. Coated-metal roof-edge scuppers must be provided with a min. 4" (102 mm) wide flange nailed to wood nailers, with hemmed edges

- and secured with continuous clips in accordance with the gravel stop assembly.
2. Coated-metal wall scuppers must be provided with 4" (102 mm) wide flanges, with additional corner pieces pop-riveted to the flanges to create a continuous flange. All flange corners must be rounded.
 3. Install wall scuppers over the roof and flashing membrane and secure to the roof deck/wall with DRILL-TEC™ Fasteners 6" (152 mm) o.c., a minimum of 2 fasteners per side.
 4. All corners must be reinforced with **EverGuard® TPO Universal Corners** or field-fabricated from EverGuard® non-reinforced materials.
 5. Strip-in scupper with flashing membrane target sheet.
 6. Alternately, a wall scupper box may be field-flashed using non-reinforced flashing membrane heat-welded to membrane on the wall face and roof deck. Fully adhere to the scupper box and terminate on the outside wall face with a termination bar and FlexSeal™ Caulk Grade sealant.
 7. EverGuard® TPO has prefabricated scuppers in standard and custom sizes available.
- J. Epdm/Rubber Support Blocking
1. Support blocking, such as **OMG PipeGuard**, minimum 4" x 4" (102 mm x 102 mm), is usually installed under light-duty or temporary roof-mounted equipment, such as condenser units, electrical conduit, gas lines, condensation and drain lines.
 2. Blocking to extend entire length or depth of rooftop equipment and extend outward a minimum of 4" either side.
 3. Install support blocking over a protective layer of EverGuard® TPO walkway pads.
 4. Wood blocking is not permitted to be used for supports.
- K. Rooftop Attachment Systems
1. Install attachment systems as recommended by attachment manufacturer to resist wind design loads such as **Anchor Products U2000-TPO Series** or Nvent Caddy Pyramid Rooftop Anchor System. Install a minimum of two (2) cable anchors at each rooftop unit or condenser..

3.6

Traffic Protection

- A. Install walkway pads at all roof access locations and other designated locations including roof-mounted equipment work locations and areas of repeated rooftop traffic.
- B. Walkway rolls or pads must be spaced 6" (152 mm) apart to allow for drainage between the pads.
- C. Heat-weld walkway rolls or pads to the roof membrane surface continuously around the perimeter of the pad/roll.

3.7

Roof Protection

- A. Protect all partially and fully completed roofing work from other trades until completion.
- B. Whenever possible, stage materials in such a manner that foot traffic is minimized over completed roof areas.

- C. When it is not possible to stage materials away from locations where partial or complete installation has taken place, temporary walkways and platforms shall be installed in order to protect all completed roof areas from traffic and point loading during the application process.
- D. Temporary tie-ins shall be installed at the end of each workday and removed prior to commencement of work the following day.

3.8

Clean-Up

- A. All work areas are to be kept clean, clear, and free of debris at all times.
- B. Do not allow trash, waste, or debris to collect on the roof. These items shall be removed from the roof on a daily basis.
- C. All tools and unused materials must be collected at the end of each workday and stored properly off of the finished roof surface and protected from exposure to the elements.
- D. Dispose of or recycle all trash and excess material in a manner conforming to current EPA regulations and local laws.
- E. Properly clean the finished roof surface after completion, and make sure the drains and gutters are not clogged.
- F. Clean and restore all damaged surfaces to their original condition.
- G. All roof drains are to be tested for leaks prior to completion of roof installation.

END OF SECTION 07540

SECTION 07620: SHEET METAL FLASHING & TRIM

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 Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of flashing, trim, closures, fasteners, and other accessories, as shown on the drawings and specified herein. Flashing and sheet metal exposed to view shall have color finish. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 Standards: Conform to requirements of Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractors' National Association Inc. (SMACNA) and National Roofing Contractors Association Roofing Manual (NRCA).
- 1.4 Submittals:
- A. Submit shop drawings for all roof flashing showing joints, fasteners, metal gages, roof installation details.
 - B. Submit manufacturers recommended installation instructions.
 - C. Samples: Submit color chips on metal for selection and approval of A/E. Provide additional samples, full size accessories, fasteners if requested by A/E.
 - D. Coordinate all existing roof and wall conditions, structural steel, wood framing, wood blocking, other like items and indicate on shop drawings.
 - E. Submit in accordance with requirements of Division 1.
- 1.5 Product Handling: Carefully handle materials to prevent damage and store at the site above ground in a covered, dry location. Remove and replace damaged items that cannot be restored to like-new condition.
- 1.6 Guarantee:
- A. Prior to acceptance of Work, furnish written guarantee, co-executed by Contractor and subcontractor, for 2 years, which covers repairs required to maintain flashing in watertight condition. Limit to ordinary wear and tear by the elements or defects due to faulty materials and workmanship. Make repairs, within 24 hours of notification, at no expense to Owner.
 - B. Provide manufacturer's 5 year guarantee of pre-painted color finish against fade, chalking, and film integrity.
 - C. Submit in accordance with requirements of Division 1.

PART 2: PRODUCTS

- 2.1 **Stainless Steel:** 26 gauge type 306 stainless steel.
- 2.2 **Fasteners:** Size and type suitable for intended use; galvanized steel or cadmium plated at galvanized steel. Use touch-up paint at exposed fasteners of pre-painted metal.
- 2.3 **Solder:** ASTM B 32, alloy grade 58, 50% tin, 50% lead.
- 2.4 **Flux:** Phosphoric acid type, manufacturer's standard.
- 2.5 **Sealant:** One part polysulfide, silicone, or polyurethane type, manufacturer's standard.
- 2.6 **Bituminous Plastic Cement:** Manufacturer's standard.
- 2.7 **Fabrication, General:**
- A. Fabricate in accordance with SMACNA and NRCA Manuals.
 - B. Exercise care during fabrication and erection of pre-painted metal to avoid damage to surface. Keep tools clean and properly dressed. Avoid dragging sheets over surfaces, which may damage the finish.
 - C. Fabricate to shapes and sizes detailed, allowing sufficient material for up-standing leg. Make surfaces free of waves and buckles, with lines, arises, and angles sharp and true. Form in strict accordance with detailed Drawings. No raw, exposed edges permitted.
 - D. Cleats: Minimum 2 inch width, 24 gage minimum galvanized steel.
- 2.8 **ROOF DRAINAGE SHEET METAL FABRICATIONS**
- A. **Hanging Gutters:** Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- (2400-mm-) long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters.
 - 1. Gutter Style: SMACNA designation A.
 - 2. Expansion Joints: Lap type.
 - B. **Downspouts:** Fabricate rectangular downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.
 - 1. Fabricated Hanger Style: SMACNA figure designation 1-35C.
 - 2. Fabricate from the following materials:
 - a. Stainless Steel: 26 ga thick.

- C. Fabrication:
 - 1. Fabricate gutters for riveting and sealing.
 - 2. Fabricate with no longitudinal seams.
- D. Design: Locate outer edge 1 inch minimum lower than back edge. Stiffen outer edge with hemmed return.
- E. Continuous Cleats: Loose-lock back edge lock to continuous cleat. Extend cleat 6 inches under roofing and secure to substrate.
- F. Brackets: Secure gutters with metal brackets to match gutter profile, or straps, minimum 1/8 inch thick x inch wide galvanized steel. Color finish as specified.
- G. Outlet Thimbles: Locate and shape outlet thimble to fit downspouts. Size thimble to fit watertight within downspout and 4 inches below gutter bottom. Rivet and seal thimble to gutter bottom.

PART 3: EXECUTION

- 3.1 Inspection: Verify that substrates are smooth and clean to extent needed for sheet metal work. Verify that nail, cants, and blocking to receive sheet metal are installed and free of concrete and soil. Do not start sheet metal work until conditions are satisfactory.
- 3.2 Preparation: Before installation verify shapes and dimensions of surfaces to be covered.
- 3.3 Installation (General):
 - A. Install work watertight, without waves, warps, buckles, fastening stresses or distortion, allowing for expansion and contraction. Hem exposed edges. Angle bottom edges of exposed vertical surfaces to form roofing manufacturer's recommendations.
 - B. Seams: In accordance with SMACNA Manual, cover plates at gravel stops.
 - C. Cleats: Secure to substrate with fasteners spaced 2 on center.
 - D. Soldering: Clean and flux metals prior to soldering. Sweat solder completely through seam width. Comply with manufacturer's instructions when soldering pre-painted metal.
 - E. Bituminous Plastic Cement: Trowel 1/8 inch thick.
 - F. Sealant: Apply 1/4 inch diameter bead, centered on full length of joint.
 - G. Roof Penetration Flashing:
 - 1. Base Flashing: Extend flange onto roof 4 inches minimum away from penetration. Extend flange upward around penetration to at least 8 inches above roof. Solder lap joints. At metal roofs provide rib pattern base matching metal roofing panel profile
 - 2. Use sheet lead to flash vent stacks, bending top of flashing down inside of pipe.
 - H. Painting: Apply 7 1/2 mil dry film thickness asphalt coating compound to each metal face of dissimilar metals.
 - I. Equipment Support Flashing: Use minimum 18 gage galvanized

- steel. Fully cap support. Overlap base flashing 4 inches. Solder lap joint. Provide sealant around penetration through flashing.
- J. Base Flashing: Extend up vertical surfaces 8 inches minimum and onto roofing 4 inches minimum. Solder-lap vertical seams. Miter and solder-lap corners.
 - K. Continuous cleat is required where fascia exceeds 5 inches in length.
- 3.4 Scupper, Conductors Heads: 24 gauge minimum.
- A. Form scuppers and conductor heads as indicated on drawings with all joints soldered.
 - B. Conductor head shall be 1 inch below scupper, with loose lock connector at opening.
 - C. Flange on roof side of scupper shall extend 4 inches minimum on each side of opening.
- 3.5 Accessories: Install all accessories, for weather-tight condition. Install in strict accordance with roofing manufacturer's recommendations and NRCA.
- 3.6 Touch-up and Cleaning: Touch-up mars, scratches, and cut edges of all items to match original factory finish. Remove all excess materials and debris from site.

* * *

SECTION 07920A: SEALANTS AND CAULKING

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions) 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 sealants and caulking, as shown on the drawings and specified herein. Provide all necessary supplementary items as required for a complete installation.
- 1.3 Guarantee:
- A. Guarantee work for a period of two (2) years against defective materials and workmanship, warranting the air tightness and water tightness of the exterior sealant installation. Make repairs or replace material after proper notice at no additional cost to Owner.
 - B. Submit written guarantee co-executed by Contractor and subcontractor in accordance with Warranties and Bonds Section.
- 1.4 Product Handling: Handle to prevent inclusion of foreign matter or damage of materials by water or breakage. Procure and store in original containers until ready for use.

PART 2: PRODUCTS

- 2.1 General Purpose Interior Caulking: Siliconized acrylic-latex gun grade caulk for use in general purpose interior applications. Characteristics shall exceed those of oil based and butyl caulks. Color shall be as selected by A/E. Approved products: Sika Corporation, MasterSeal NP 520 and Pecora Corporation, AC-20. All others require prior approval.
- 2.2 Interior Silicone Caulking: For all toilet rooms, bathrooms, shower rooms, locker rooms, concession stand, kitchens and any other wet areas with sink toilets, lavatories, mop sinks, etc. Caulk around all plumbing fixtures, against walls, floors, and joints between laminate plastic counter tops and walls. Color shall be as selected by A/E. Approved products: GE Sanitary SCS 1700 Silicone Sealant. All others require prior approval.
- 2.3 Exterior Sealant Materials:
- A. Approved Manufacturers: For the purposes of designating type and quality for the work under this section, drawings, and specifications are based on products manufactured or furnished by Sika Corporation, 201 Polito Avenue, Lyndhurst, New Jersey, 07071, Website: www.usa.sika.com. All others require approval.

- B. Sealant: A premium, high-performance, very low-modulus, high-movement, non-sag, fast-curing, designed to adhere to low energy surfaces, one-component silyl-terminated polyether hybrid sealant. Tint base is a multi-component formulation that can be tinted to multiple colors to meet aesthetic needs.
1. Product: Sikaflex HY 150 Sealant or HY 150 Tint Base Sealant
 2. Compliance:
 - a. ASTM C920, Type S, Grade NS, Class 50, Use NT, M, A, and O, capable of +100/-50 in normal field conditions.
 - b. ASTM C 1382 for use with EIFS wall systems at 100% extension
 - c. Federal Specification TT-S-001543A, Type II, Class A, Type Non-sag.
 - d. Federal Specification TT-S-00230C, Type II, Class A.
 - e. Corps of Engineers CRD-C-541, Type II, Class A.
 - f. CFI accepted.
 - g. USDA complaint for use in areas that handle meat and poultry.
 - h. SWR Institute validated.
 3. Service Temperature Range: Minus 40 to 180 degrees F (minus 40 to 82 degrees C)
 4. Shrinkage: None.
 5. Movement Capability, ASTM C719: Plus or minus 50 percent
 6. Extension, ASTM C 1382: 100%
 7. 100% Modulus, ASTM C 412: 35 psi.
 8. Tensile Strength, ASTM D412: 140-180 psi.
 9. Tear Strength, ASTM D1004: 40 pli.
 10. Ultimate Elongation at Break, ASTM D412: 800-1000 percent.
 11. Rheological, ASTM C639, sag in vertical displacement, 120 degrees F (49 degrees C): No sag.
 12. Extrudability, ASTM C 1183: 2-3 sec.
 13. Hardness, ASTM C661, Shore A: 17
 14. Weight Loss, ASTM C 1246, after heat aging: less than 10 percent
 15. Tack-Free Time, ASTM C 1246: 90 minutes.
 16. Stain and Color Change, ASTM C 510: Passes, no visible stain.
 17. Bond Durability, ASTM C719, on aluminum and concrete: Passes, plus or minus 50 percent movement.
 18. Adhesion in Peel, ASTM C794:
 - a. Aluminum: 35 pli
 - b. Concrete: 36 pli
 19. Artificial Weathering, ASTM G155, Xenon arc, 2,000 hours: No Cracking.

20. VOC Content:

- a. Sikaflex HY 150: 13.6 g/L, less water and exempt solvents.

C. Design Requirements:

1. Design number of joints and joint widths for maximum of plus or minus 50 percent movement.
2. Design depth of sealant to be 1/2 width of joint.
 - a. Maximum Depth: 1/2 inch (13 mm).
 - b. Minimum Depth: 1/4 inch (6 mm).
 - c. Maximum Recommended Width" 1-1/2 inches (38 mm).

D. Accessories:

1. Sika, MasterSeal 921 – soft backer-rod.
2. Sika, MasterSeal 920 – low moisture absorption – below grade.
3. Porous Substrate Primer: Sikaflex Primer - 179
4. Cleaner: Sika, MasterSeal 990 or Xylene.

2.4 Color as selected by A/E from manufacturer's full standard range of colors.

2.5 Joint Backing: Round, flexible, closed cell polyurethane material, non-reactive with caulking materials and non-oily, approved by sealant manufacturer. Minimum density 3.24 lbs./cu.ft. Use no asphalt or bitumen-impregnated material with sealants.

PART 3: EXECUTION

3.1 Examination: Examine subsurface to receive work and report any conditions detrimental. Failure to observe this injunction constitutes a waiver to any subsequent claims to the contrary and will make this Contractor responsible for any corrections A/E may require. Commencement of work will be construed as acceptance of all subsurfaces.

3.2 Preparation:

- A. Thoroughly clean all joints; blow out or vacuum loose particles from joints. Joint sides to be dry, fully cured, free of laitance, loose aggregate, form release agents, curing compounds, water repellents, and other surface treatments. Surface cleaning must be done in accordance with manufacturers recommendations. Comply with sealant manufacturer's recommendations.
- B. Install joint backing or bond breaker in all joints to receive sealant. Size backing to require 30-50% insertion compression and depress 1/2 joint width. Do not insert backing material with a sharp implement that can puncture the surface.
- C. Mask or otherwise protect adjacent surfaces. Apply tape in continuous strips in alignment with joint edge and remove immediately after joints have been sealed and tooled.

- D. Prime as specified by manufacturer of sealant. Where primer is required, it shall be done by brush, uniformly on contact surfaces of the joint. Allow sufficient drying time before caulking.

3.3 Sealant:

- A. Application: In strict accordance with manufacturer's instructions.
- B. Tooling: Immediately after application, tool beads of sealant. Tooling can be done with a spatula of wood or metal, or finger, either dry or with water. Avoid solvents.
- C. Apply sealant and caulking material under pressure to fill joints completely, preventing air pockets or voids.

3.4 Locations:

- A. Single-Component Sealant: Apply single-component sealant in joints in vertical surfaces, exterior walls, around exterior perimeter of door and window frames, louvers and vents, in control joints and expansion joints at interior or exterior vertical surfaces, and at other similar exterior locations noted on the Drawings. Set exterior door frames and thresholds in full bed of sealant.
- B. Caulking Compound: Apply caulking compound at interior locations, around penetrations of piping, conduits, duct work and similar items through walls and partitions, around interior perimeter of door frames, louvers, vents, in interior control joints at floors, walls, ceilings, and at other interior locations as noted on the Drawings.

3.5 Curing: Allow sealant to cure in accordance with manufacturer's instructions.

3.6 Inspection:

- A. During work of the section, inspect work to ensure compliance with manufacturer's instructions, specifications, and drawings.
 - 1. Evaluate adhesion of sealant in accordance with ASTM c1521.
 - 2. Allow inspections of work and assist in testing requested by manufacturer's representative and A/E.
- B. Non-Compliant Work: If inspections reveal non-compliant work or work that was not installed in accordance with Specifications, and/or manufacturer requirements, remove adjacent Work until a location is reached where installation was performed properly. Assist in spot-checking of remainder of Work.

3.5 Cleaning: Clean adjacent surfaces of sealant as work progresses in accordance with manufacturer's recommendations, using solvent or cleaning agent recommended by the manufacturer. Leave all finished work in a neat, clean condition. Clean discolored sealant with solvents approved by manufacturer and a clean rag. Avoid staining the surrounding surfaces.

3.6 Protection: Protect sealant from damage during construction.

END OF SECTION 07920A