

# PROJECT MANUAL



## Construction Documents

Frasch Hall Window Replacement JLBC ITEM #206

Project No. 01-107-24-05; WBS F.01004596

Frasch Hall, McNeese State University

Prepared by: Cohesion Architecture, LLC

2740 Rue De Jardin Suite 400

Lake Charles, LA 70605

Architect Project Number: 2411

Date: 2026.05.14

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**for the following PROJECT:**

*(Name and location or address)*

WINDOW REPLACEMENT JLB ITEM #206 "Window Replacement"  
Project No.: 01-107-24-05, F.01004596

**THE OWNER:**

*(Name, legal status and address)*

McNeese State University

McNeese State University, Lake Charles, Louisiana

**THE ARCHITECT:**

*(Name, legal status and address)*

Cohesion Architecture, LLC  
2740 Rue De Jardin Lake Charles, Louisiana 70605

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

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

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

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

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

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

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

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

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

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

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

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

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

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

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

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

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

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

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

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

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

### **§ 3.6 Taxes**

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

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

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

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

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

### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

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

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

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

### **§ 3.9 Superintendent**

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

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

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

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

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

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

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

### **§ 3.11 Documents and Samples at the Site**

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

constructed.

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

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

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

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

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

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

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

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

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

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

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

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

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

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

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the

Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

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

### **§ 4.2 Administration of the Contract**

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

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

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

### **§ 4.2.4 Communications**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

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

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

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

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

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

### **§ 5.3 Subcontractual Relations**

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

### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

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

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

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

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

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

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

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

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

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

### **§ 6.3 Owner's Right to Clean Up**

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

### **§ 7.3 Construction Change Directives**

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

## ARTICLE 8 TIME

### § 8.1 Definitions

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

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

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

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

## **§ 8.2 Progress and Completion**

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

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

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

## **§ 8.3 Delays and Extensions of Time**

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

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

### **§ 9.2 Schedule of Values**

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

### **§ 9.3 Applications for Payment**

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

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

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

whom the Contractor intends to pay.

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

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

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

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

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

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

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

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

or  
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

### **§ 9.6 Progress Payments**

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

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

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

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

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

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

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

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

## **§ 9.7 Failure of Payment**

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

## **§ 9.8 Substantial Completion**

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

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

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

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

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

## **§ 9.9 Partial Occupancy or Use**

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

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

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

### **§ 9.10 Final Completion and Final Payment**

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

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

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

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

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

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

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

- .1 employees on the Work and other persons who may be affected thereby;

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

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

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

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

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

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

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

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

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

**§ 10.3 Hazardous Materials and Substances**

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

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

#### **§ 10.4 Emergencies**

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

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

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

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

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

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

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

the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

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

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

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

## **§ 11.3 Waivers of Subrogation**

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

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

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

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

fire or other hazards however caused.

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

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

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

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

### **§ 12.1 Uncovering of Work**

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

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

### **§ 12.2 Correction of Work**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

### **§ 13.2 Successors and Assigns**

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

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

### **§ 13.3 Rights and Remedies**

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

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

### **§ 13.4 Tests and Inspections**

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

approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

#### **§ 13.5 Interest**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

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

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

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

#### **§ 15.1.3 Notice of Claims**

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

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

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

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

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

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

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

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

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

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

#### **§ 15.1.7 Waiver of Claims for Consequential Damages**

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

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

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

## **§ 15.2 Initial Decision**

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

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

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

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

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

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

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

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

may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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

### **§ 15.3 Mediation**

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

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

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

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

### **§ 15.4 Arbitration**

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

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

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

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

### **§ 15.4.4 Consolidation or Joinder**

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

similar procedural rules and methods for selecting arbitrator(s).

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

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

## SUPPLEMENTARY CONDITIONS

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

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

### ARTICLE 1

#### GENERAL PROVISIONS

##### 1.1 BASIC DEFINITIONS

###### 1.1.1. The Contract Documents

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

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

###### 1.1.8 Initial Decision Maker

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

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

1.5.1 Delete the first sentence of the paragraph.

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

##### 1.7 DIGITAL DATA USE AND TRANSMISSION

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

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

Delete Section 1.8.

### ARTICLE 2

#### OWNER

##### 2.2 EVIDENCE OF THE OWNER’S FINANCIAL ARRANGEMENTS

Delete Section 2.2.

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

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

Delete Section 2.3.2 and substitute the following:

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

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

## **ARTICLE 3**

### **CONTRACTOR**

## **3.4 LABOR AND MATERIALS**

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

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

## **3.5 WARRANTY**

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

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

3.7.1 Delete Section 3.7.1.

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

Delete Section 3.7.5 and substitute the following:

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

### **3.8 ALLOWANCES**

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

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

### **3.9 SUPERINTENDENT**

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

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

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

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

After the first sentence, add the following:

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

Add the following Sections:

- 3.10.4 Add the following: Submittal by the contractor of a schedule or other documentation showing a completion date for his Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.
- 3.10.5 In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and

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

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

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

## **ARTICLE 4**

### **ARCHITECT**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 5**

### **SUBCONTRACTORS**

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

Delete Section 5.2.1, and substitute the following:

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

Delete Section 5.2.2, and substitute the following:

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

Delete Sections 5.2.3 and 5.2.4 and substitute the following:

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

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

Delete Sections 5.4, 5.4.1, 5.4.2 and 5.4.3

## **ARTICLE 7**

### **CHANGES IN THE WORK**

#### **7.1 GENERAL**

Add the following Sections:

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

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

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

7.1.4.3 Labor Burden by trade for both Subcontractors and General Contractor. The Labor Burden shall be supported by the Worker's Compensation and Employer's Liability Insurance Policy Information Page. Provide for all trades.

7.1.4.4 Internal Rate Charges for all significant company owned equipment.

7.1.5 If the General Contractor fails to submit the aforementioned documentation as part of the pre-construction submittals, then pay applications shall not be processed until such time as the Owner receives this information.

## 7.2 CHANGE ORDERS

Delete Section 7.2.1, and substitute the following Sections:

7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, the Architect, and the Contractor issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any reservation of rights, stipulation, or other modification made on the change order by the contractor shall have no effect.

7.2.2 "Cost of the Work" for the purpose of Change Orders shall be the eligible costs required to be incurred in performance of the Work and paid by the Contractor and Subcontractors which eligible costs shall be limited to:

7.2.2.1 Actual wages paid directly to labor personnel, with a labor burden markup exclusively limited to applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes for those labor personnel performing the Work. Wages shall be the basic hourly labor rate paid an employee exclusive of fringe benefits or other employee costs. The labor burden percentage for the "Cost of the Work" is limited to categories listed herein. Employer-provided health insurance, fringe benefits, employee training (whether a requirement of employment or not), vacation pay, etc., are examples of ineligible labor burden costs which **shall not** be included, as these costs are already compensated by the Overhead and Profit markup.

Supervision shall not be included as a line item in the "Cost of the Work", except when the change results in a documented delay in the critical path, as described in Section 7.2.7.

7.2.2.2 Cost of all materials and supplies necessary and required to perform the Work, identifying each item and its individual cost, including taxes. Incidental consumables are not eligible costs and shall not be included.

7.2.2.3 Cost of each necessary piece of machinery and equipment required to perform the Work, identifying each item and its individual cost, including taxes. Incidental small tools of a specific trade (i.e., shovels, saws, hammers, air compressors, etc.,) and general use vehicles, such as pickup trucks even for

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

7.2.2.4 Eligible Insurance costs shall be limited to documented increases in “Builder’s Risk” insurance premium / costs only. Commercial General Liability, Automobile Liability, and all other required insurances, where referenced in the Contract shall be considered part of normal overhead. These costs are already compensated by the Overhead and Profit markup.

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

7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 16% of the direct cost of any portion of Work.

The credit to the Owner resulting from a change in the Work shall be the sum of those items above, including overhead and profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall be computed for credits to the Owner and extras to the Contractor. The Owner shall receive full credit for the computed overhead and profit on credit change order items.

7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: Cost of the Work (as defined at Section 7.2.2) and Overhead and Profit (as defined at Section 7.2.3), and shall be computed as follows:

7.2.4.1 When all of the Work is General Contractor Work; 8% markup on the Cost of the Work.

7.2.4.2 When the Work is all Subcontract Work; 8% markup on the Cost of the Work for Subcontractor’s Overhead and Profit, plus 8% markup on the Cost of the Work, not including the Subcontractor’s Overhead and Profit markup, for General Contractor’s Overhead and Profit.

7.2.4.3 When the Work is a combination of General Contractor Work and Subcontract Work; that portion of the direct cost that is General Contract Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per Section 7.2.4.2.

Premiums for the General Contractor’s bond may be included, but after the markup is added to the Cost of the Work.

Premiums for the Subcontractor’s Bond shall not be included.

7.2.4.4 Subcontract cost shall consist of the items in Section 7.2.2 above plus Overhead and Profit as defined in Section 7.2.3.

7.2.5 Before a Change Order is prepared, the Contractor shall prepare and deliver to the Architect the following information concerning the Cost of the Work, not subject to waiver, within a reasonable time after being notified to prepare said Change Order:

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

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

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

7.2.7 Extended fixed job-site costs are indirect costs that are necessary to support the work in the field. Examples of fixed job-site costs are field office rental, salaries of field office staff, field office utilities, and telephone.

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

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

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

7.2.8.1 Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.

7.2.8.2 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

7.2.8.3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in Cost of the Work.

7.2.8.4 Cost of supervision refer to section 7.2.2.1, with exception as provided in Section 7.2.7.

7.2.9 When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as

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

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

7.3.3 In the first sentence after “following methods” insert: “, but not to exceed a specified amount”.

7.3.4 From .1 of the list, delete all after “Costs of labor, including” and substitute the following “social security, old age and employment insurance, applicable payroll taxes, and workers’ compensation insurance;”

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

Delete Section 7.3.9 and substitute the following:

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

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

Add the following:

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

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

Add to Section 8.2.1 the following:

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

Delete Section 8.2.2.

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

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

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

Delete Section 9.1.2.

Delete Section 9.2 and substitute the following:

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

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

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

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

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

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

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

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

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

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

Delete Section 9.3.2 and substitute the following:

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

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

Section 9.5.1.7: Delete the word "repeated".

Delete Section 9.5.4.

## **9.6 PROGRESS PAYMENTS**

Delete Section 9.6.1 and substitute the following:

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

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

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

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

9.6.4 Delete the first two sentences of Section 9.6.4 and add the following to the end of the Section:

Pursuant to La. R.S. 38:2242 and La. R.S. 38:2242.2, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the recorder

of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

Delete Section **9.7 FAILURE OF PAYMENT**.

Delete Section 9.8 and substitute the following:

## **9.8 SUBSTANTIAL COMPLETION**

- 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Section.
- 9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3 Upon receipt of the Contractor's list, the Architect shall make an inspection to determine whether the Work is substantially complete. A prerequisite to the Work being considered as substantially complete is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing Work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before the Work can be considered as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- 9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a punch list of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of Work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the forty-five day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

- 9.8.5 When the preparation of the punch list is complete the Architect shall prepare a Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor shall record the Notice of Acceptance with the Clerk of Court in the Parish in which the Work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner shall not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.
- 9.8.6 Warranties required by the Contract Documents shall commence on the date of Acceptance of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.
- 9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

## **9.9 PARTIAL OCCUPANCY OR USE**

Delete Section 9.9.1 and substitute the following:

- 9.9.1 Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated portion of the Work for its intended use. The Owner may occupy or use any substantially completed portion of the Work so designated by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers the designated portion substantially complete the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

Delete Section 9.10.4 and replace with the following:

9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner for the following:

9.10.4.1 Claims, security interests, or encumbrances arising out of the Contract and unsettled;

9.10.4.2 failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered;

9.10.4.3 terms of special warranties required by the Contract Documents; or

9.10.4.4 audits performed by the Owner, after final payment.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.2 In the first sentence, between the words: “bearing on” and “safety”, add the words: “the health and,”

#### **10.3 HAZARDOUS MATERIALS**

10.3.1 In the second sentence after (PCB) add: “or lead”.

10.3.2 After the first sentence, delete all remaining sentences.

Add at the end: “The Contract time shall be extended appropriately.”

Delete Section 10.4 and substitute the following:

#### **10.4 EMERGENCIES**

In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner and Architect immediately of the emergency, simultaneously acting at his discretion to prevent damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Article 15 and Article 7.

## **ARTICLE 11**

### **INSURANCE AND BONDS**

**AIA A101 – 2017 Exhibit A is not a part of these documents. Delete all of Sections 11.1, 11.2, 11.3, 11.4, and 11.5, and substitute the following:**

**INSURANCE REQUIREMENTS FOR  
NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS**

**11.1 CONTRACTOR’S LIABILITY INSURANCE**

The Contractor shall purchase and maintain without interruption for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

**11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE**

11.2.1 Worker’s Compensation

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

11.2.2 Commercial General Liability

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

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

**COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE**

<u>Type of Construction</u>	<u>Projects up to \$1,000,000</u>	<u>Projects over \$1,000,000 up to \$10,000,000</u>	<u>Projects over \$10,000,000</u>
<b>New Buildings:</b>			
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
<b>Renovations:</b>	<b>The building(s) value for the Project is <u>\$21,217,342</u>.</b>		
Each Occurrence Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**

Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**
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\*\*While the minimum Combined Single Limit of \$1,000,000 is required for any renovation, the limit is calculated by taking 10% of the building value and rounding it to the nearest \$1,000,000 to get the insurance limit. Example: Renovation on a \$33,000,000 building would have a calculated \$3,300,000 combined single limit of coverage (33,000,000 times .10 = 3,300,000 and then rounding down to \$3,000,000). If the calculated limit is less than the minimum limit listed in the above chart, then the amount needed is the minimum listed in the chart. Maximum per occurrence limit required is \$10,000,000 regardless of building value. The per project aggregate limit is then calculated as twice the per occurrence limit.

### 11.2.3 Automobile Liability

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

### 11.2.4 Excess Umbrella

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

### 11.2.5 Builder's Risk

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

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

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

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

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

11.2.6 Pollution Liability (*required when asbestos or other hazardous material abatement is included in the contract*)

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

11.2.7 Deductibles and Self-Insured Retentions

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

### **11.3 OTHER INSURANCE PROVISIONS**

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

11.3.1.1 Worker's Compensation and Employers Liability Coverage

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

11.3.1.2 Commercial General Liability Coverage

11.3.1.2.1 The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.

11.3.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers for any and all losses that occur under the contract. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-

insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

#### 11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

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

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers shall select a competent and impartial umpire. The appraisers shall then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company agrees that the decision of the appraisers and the umpire if involved shall be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

#### 11.3.1.4 All Coverages

11.3.1.4.1 All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

11.3.1.4.2 Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

11.3.1.4.3 The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.

11.3.1.4.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

#### 11.3.2 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance within 30 days.

### 11.3.3 Verification of Coverage

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before Work commences and upon any contract renewal or insurance policy renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana

Name of Owner

Owner Address

City, State, Zip

Attn: Project # \_\_\_\_\_

The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Owner, payment to the Contractor may be withheld until the requirements have been met, OR the Owner may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause.

### 11.3.4 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

### 11.3.5 Worker's Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees shall have no cause of action against, and shall not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### 11.3.6 Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling and expenses of all claims.

### **11.4 PERFORMANCE AND PAYMENT BOND**

- 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- 11.4.3 Recordation of Contract and Bond [La R.S. 38:2241 thru 38:2241.1]

The Owner shall record within thirty (30) days the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish in which the Work is to be performed.

## **ARTICLE 12**

### **UNCOVERING AND CORRECTION OF WORK**

#### **12.2 CORRECTION OF WORK**

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

At the end of the paragraph, add the following sentences:

“If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts.

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

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences:

“If the Contractor fails to correct nonconforming Work, or Work covered by warranties, within a thirty (30) day period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the non-conforming or warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming or warranty Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming or warranty Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.”

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

Delete all after the word “located”.

## **13.2 SUCCESSORS AND ASSIGNS**

13.2.1 In the second sentence, delete “Except as ... 13.2.2”

Delete Section 13.2.2.

## **13.3 RIGHTS AND REMEDIES**

Add the following Section 13.3.3:

13.3.3 The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

## **13.4 TESTS AND INSPECTIONS**

In Section 13.4.1, delete the second sentence and substitute the following:

The Contractor shall make arrangements for such tests, inspections and approvals with the Testing Laboratory provided by the Owner, and the Owner shall bear all related costs of tests, inspections and approvals.

Delete the last two sentences of Section 13.4.1.

## **13.5 INTEREST**

Delete Section 13.5.

# **ARTICLE 14**

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

### **14.1 TERMINATION BY THE CONTRACTOR**

Delete Section 14.1.1.4.

In Section 14.1.3, after the word “profit,” delete the words “on Work not executed” and substitute the following: “for Work completed prior to stoppage”.

### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

Add the following Section:

14.2.1.5 failure to complete the punch list within the lien period as provided in 9.8.7.

14.2.3 Add the following sentence:

“Termination by the Owner shall not suspend assessment of liquidated damages against the Surety.”

Add the following Section:

14.2.5 If an agreed sum of liquidated damages has been established, termination by the Owner under this Article shall not relieve the Contractor and/or Surety of his obligations under the liquidated damages provisions and the Contractor and/or Surety shall be liable to the Owner for per diem liquidated damages.

#### **14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

In Section 14.4.3, delete all after “incurred by reason of the termination,” and add “along with reasonable profit on the Work not executed.”

### **ARTICLE 15**

#### **CLAIMS AND DISPUTES**

#### **15.1 CLAIMS**

Delete Section 15.1.2, **Time Limit on Claims**, (See La R.S. 38:2189, and 38:2189.1).

15.1.3.1 Add the following to the end of the paragraph:

“A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.”

15.1.4.2 In the first sentence of the Section, delete “Initial Decision Maker’s” and replace with “Architect’s”. In the second sentence of the Section, delete “the decision of the Initial Decision Maker” and replace with: “his/her decision”.

Delete Section 15.1.6.2 and substitute the following:

15.1.6.2 If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within **twenty-one (21) days** from the last day of the month shall prohibit any future claims for adverse days for that month. No additional adverse weather days shall be granted after the original or extended contract completion date, except those adverse weather days associated with a National Weather Service named storm or federally declared weather related disaster directly affecting the project site.

Add the following Section:

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

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

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

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

## **15.2 INITIAL DECISION**

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

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

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

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

Delete the fourth sentence.

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

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

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

Delete Section 15.2.6.

Delete Section 15.2.6.1.

## **15.3 MEDIATION**

Delete Section 15.3.

## **15.4 ARBITRATION**

Delete Section 15.4.

## SCHEDULE OF VALUES

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

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

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

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

DIVISION 07 – THERMAL AND MOISTURE  
PROTECTION

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

DIVISION 08 – OPENINGS

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

DIVISION 09 – FINISHES

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

DIVISION 09 – FINISHES (CONTINUED)

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

DIVISION 10 – SPECIALTIES

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

DIVISION 11 – EQUIPMENT

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

DIVISION 12 – FURNISHINGS

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

DIVISION 13 – SPECIAL CONSTRUCTION

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

DIVISION 14 – CONVEYING EQUIPMENT

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

DIVISION 21 – FIRE SUPPRESSION

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

DIVISION 22 – PLUMBING

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

DIVISION 23 – HEATING, VENTILATING, & AIR-CONDITIONING

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

DIVISION 26 – ELECTRICAL

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

DIVISION 27 – COMMUNICATIONS

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

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

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

DIVISION 31 – EARTHWORK

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

DIVISION 32 – EXTERIOR IMPROVEMENTS

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

DIVISION 33 – UTILITIES

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

DIVISION 34 – TRANSPORTATION

34 00 00	Transportation	_____	_____
		TOTAL	_____

DIVISION 35 – WATERWAY AND MARINE CONSTRUCTIONS

35 00 00	Waterway and Marine construction	_____	_____
		TOTAL	_____

DIVISION 40-43 – PROCESS EQUIPMENT

DIVISION 44 – POLLUTION CONTROL  
EQUIPMENT

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

DIVISION 45 – INDUSTRY SPECIFIC  
MANUFACTURING  
EQUIPMENT

DIVISION 48 – ELECTRICAL POWER  
GENERATION

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

Facility Planning & Control  
**CHANGE ORDER**

PROJECT NAME: \_\_\_\_\_ CHANGE ORDER No. \_\_\_\_\_  
 PROJECT & WBS No: \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_ NTP DATE: \_\_\_\_\_  
 SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_ SRM No.: \_\_\_\_\_

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

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

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

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

Address: \_\_\_\_\_ Address: \_\_\_\_\_ Facility Planning & Control

Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_

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

**FACILITY PLANNING AND CONTROL USE ONLY**

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

Construction Contract Change Order  
**SUMMARY**

State of Louisiana  
**Facility Planning & Control**  
 Project & WBS No. \_\_\_\_\_

Item No. \_\_\_\_\_  
 RFI No. (or COR, CPR, etc.) \_\_\_\_\_  
 Date: \_\_\_\_\_

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

Contractor Name: \_\_\_\_\_  
 Description of Work:

General Contractor Direct Costs - Breakdown No. \_\_\_\_\_  
 (See attached breakdown)

**Total General Contractor Cost** \_\_\_\_\_ %   
 (General Contract Direct Cost plus OH&P) (Max: 8%)

**Subcontractor Cost Breakdowns**  
 (See attached.)

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

**Subcontractor Direct Costs Total** \_\_\_\_\_  
 (Sum column A)

**Subcontractor Direct Costs + Subcontractor OH&P** \_\_\_\_\_  
 (Sum column C)

**General Contractor OH&P on Subcontractor Direct Cost at** \_\_\_\_\_ %  
 (Sum column A times General Contractor OH&P rate.) (Max: 8%)

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

**Change Order Subtotal**   
 (Sum of Total General Contractor Costs and Total Subcontractor Costs)

**Performance and Payment Bond at** \_\_\_\_\_ %  
 (Change Order Subtotal times Performance and Payment Bond rate)

**Amount will be**  increased by  decreased by  unchanged   
 (Sum of Change Order Subtotal and Performance and Payment Bond)

**Days will be**  increased by  decreased by  unchanged   
 (Attach supporting data such as meteorological reports)

Construction Contract Change Order

**BREAKDOWN**

Breakdown No. \_\_\_\_\_

State of Louisiana

Item No. \_\_\_\_\_

Facility Planning & Control

RFI No. (or COR, CPR, etc.) \_\_\_\_\_

Project & WBS No. \_\_\_\_\_

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

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

Contractor/Subcontractor Name: \_\_\_\_\_

Direct Cost of Work :

**A. Labor**

Check here if explained on the Comment Sheet ↓

Hourly Wage Rate

Hours

Total Cost

1	_____	<input type="checkbox"/>
2	_____	<input type="checkbox"/>
3	_____	<input type="checkbox"/>
4	_____	<input type="checkbox"/>
5	_____	<input type="checkbox"/>
6	_____	<input type="checkbox"/>
7	_____	<input type="checkbox"/>

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

*Sub Total*

Add Labor Burden @ \_\_\_\_\_ %

**LABOR TOTAL**

**B. Material**

Unit Price

Unit

Units

Total Cost

1	_____	<input type="checkbox"/>
2	_____	<input type="checkbox"/>
3	_____	<input type="checkbox"/>
4	_____	<input type="checkbox"/>
5	_____	<input type="checkbox"/>
6	_____	<input type="checkbox"/>
7	_____	<input type="checkbox"/>

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

*Sub Total*

Add Tax @ \_\_\_\_\_ %

**MATERIAL TOTAL**

**C. Equipment**

Unit Rate

Unit

Units

Total Cost

1	_____	<input type="checkbox"/>
2	_____	<input type="checkbox"/>
3	_____	<input type="checkbox"/>
4	_____	<input type="checkbox"/>
5	_____	<input type="checkbox"/>
6	_____	<input type="checkbox"/>
7	_____	<input type="checkbox"/>

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

*Sub Total*

Add Tax @ \_\_\_\_\_ %

**EQUIPMENT TOTAL**

TOTAL DIRECT COST FOR THIS BREAKDOWN:

(Sum A, B & C)





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

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

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

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

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

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

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

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

**CHANGE ORDER:**

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

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

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

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

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

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

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

**APPROVED:** For approval by FP&C.

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

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

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

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

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

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

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

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

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

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

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

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

**Total Subcontractor Costs:** Total of the last two spaces.

**Change Order Subtotal:** Total of change order except bond.

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

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

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

## **BREAKDOWN:**

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

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

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

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

### **Direct Cost of Work:**

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

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

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

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

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

## **COMMENTS SHEET:**

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

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

## **UNIT PRICE BREAKDOWN:**

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

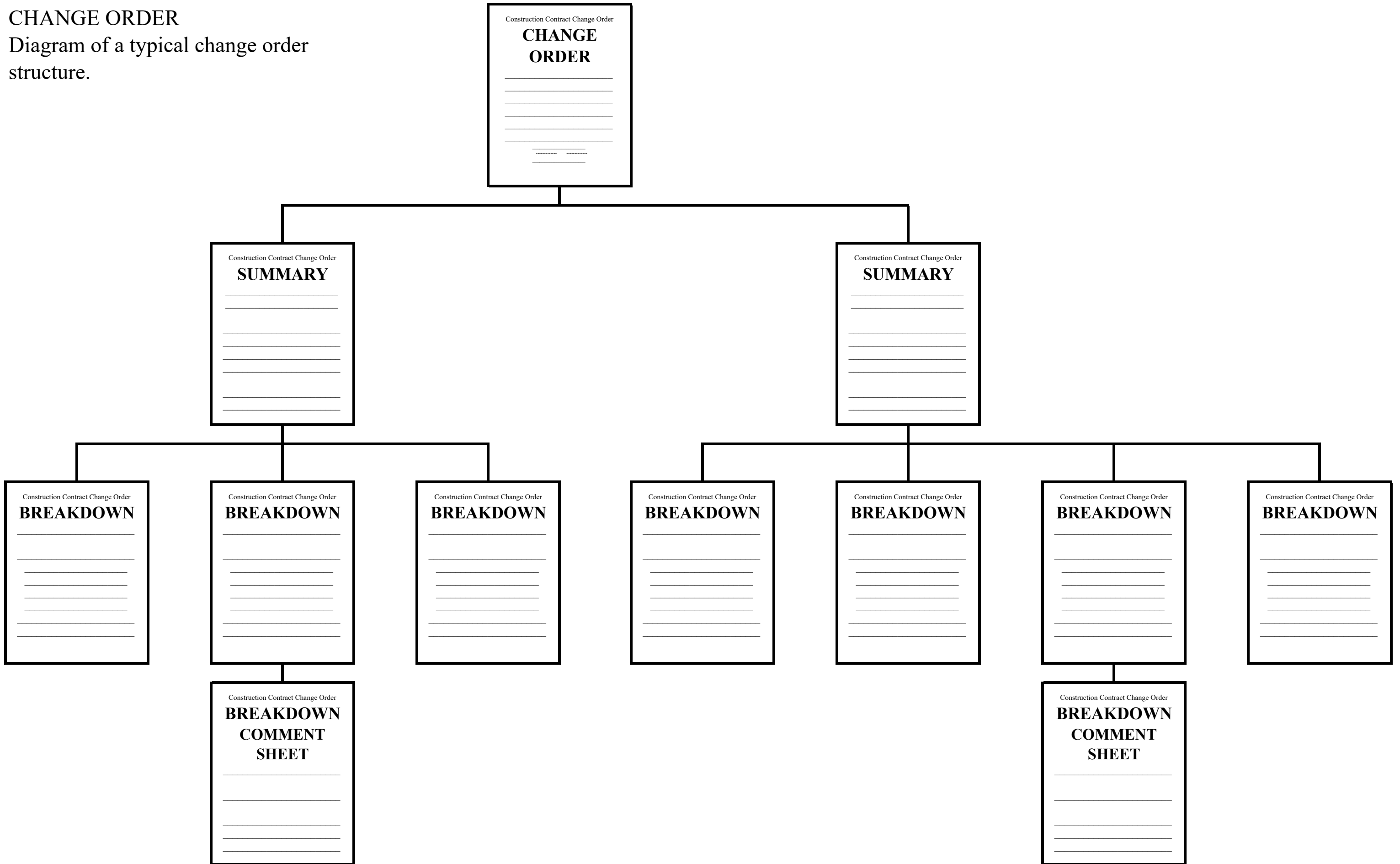
The UNIT PRICE BREAKDOWN is similar to the BREAKDOWN.

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

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

# CHANGE ORDER

Diagram of a typical change order structure.



❖ NOT FOR RECORDATION PURPOSES ❖

## RECOMMENDATION OF ACCEPTANCE

TO: McNEESE STATE UNIVERSITY  
4406 Common Street  
Lake Charles, LA 70607

FROM: Cohesion Architecture | Heather Burton, AIA  
2740 Rue De Jardin, Suite 400  
Lake Charles, LA 70605  
*Design Firm Name and Address*

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

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_ WBS No. \_\_\_\_\_

SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_ CFMS/SRM #: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL BUILDING AREA (SQ. FEET): \_\_\_\_\_

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

DATE OF ACCEPTANCE: \_\_\_\_\_

CONTRACT DATE OF COMPLETION: \_\_\_\_\_

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) \_\_\_\_\_

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ \_\_\_\_\_

VALUE OF PUNCH LIST \$ \_\_\_\_\_

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

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

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

ROOF GUAR-MANUF: \_\_\_\_\_ START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

ROOFER: \_\_\_\_\_ START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

Signed: \_\_\_\_\_  
DESIGNER

Signed: \_\_\_\_\_  
OWNER

❖ NOT FOR RECORDATION PURPOSES ❖



**FACILITY PLANNING AND CONTROL - APPLICATION AND CERTIFICATION FOR PAYMENT**

<b>From:</b> (Contractor's name, address, city state, zip code)	<b>Project Title</b>		<b>FPC Project Number</b>
			<b>WBS/Part Number</b>
	<b>Application Period</b>		<b>Contract No.</b>
	FROM	TO	
<b>Vendor No.</b>	<b>Payment Application No.</b>	<b>Application Date</b>	<b>Purchase Order No.</b>

**APPLICATION FOR PAYMENT**

DESCRIPTION			AMOUNTS
1. ORIGINAL CONTRACT .....			
2. TOTAL BY EXECUTED CHANGE ORDERS.....			\$0.00
3. CONTRACT TOTAL TO DATE (Line 1 + Line 2).....			\$0.00
4. TOTAL COMPLETED AND STORED TO DATE (Columns G on continuation sheets).....			\$0.00
5. RETAINAGE.....a. <input type="text"/> of Completed Work.....	Columns D+E from Continuation Sheets	\$0.00	\$0.00
.....b. <input type="text"/> of Stored Material.....	Columns F from Continuation Sheets	\$0.00	\$0.00
<b>TOTAL RETAINAGE</b> (Line 5a + Line 5b) .....			\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5).....			\$0.00
7. TOTAL EARNED (Line 6 minus value of outstanding punch list items) .....			\$0.00
8. TOTAL EARNED FROM PREVIOUS CERTIFICATE.....			
9. AMOUNT DUE THIS STATEMENT (Line 7 minus line 8).....			\$0.00
10. BALANCE TO COMPLETE CONTRACT, including retainage (Line 3 minus line 7).....			\$0.00

CONTRACTOR'S CERTIFICATION	CHANGE ORDER SUMMARY		
The undersigned Contractor certifies that to the best of his/her knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.		<u>ADDITIONS</u>	
		<u>DEDUCTIONS</u>	
	Total Owner approved change orders in prior months		
	Total Owner approved change orders this month		
<b>Contractor Signature</b>	<b>DATE:</b>	TOTAL	\$0.00      \$0.00

ARCHITECT/ENGINEER'S CERTIFICATION	Net increase/decrease by all change orders	\$0.00
In accordance with the Contract Documents, based on on-site observations and other pertinent data, the Architect/Engineer certifies that, to the best of the Architect/Engineer's knowledge, information and belief, the work has progressed to the point indicated and that this is a true and correct statement of work performed and materials supplied by the Contractor, and that this statement of account and the amount due is correct and that all work and material has been performed in full accordance with the terms and conditions of the Contract Documents and authorized changes thereto.		

	VALUE OF PUNCH LIST ITEMS		<b>COMMENTS:</b>
	<b>AMOUNT CERTIFIED FOR PAYMENT</b>		
<b>Architect/Engineer Signature</b>	<b>Date</b>		
<b>Project Manager</b>		<b>DATE</b>	
<b>Fiscal Analyst</b>		<b>DATE</b>	






# Instructions for Facility Planning and Control Application and Certification for Payment Form

## **For Payment Application No. 1:**

- On the Payment Application Tab, complete the fillable sections.
- On the Prior App Continuation Sheet, complete Columns **A-C only**. These will auto-populate to the Current App Continuation Sheet for you.
- On the Current App Continuation Sheet, complete the following sections:
  - Fill in Columns **E and F**. Because this is Application No. 1, Column D will auto-populate with \$0.00.
  - Columns G-I and the Total Row at the bottom of the sheet will calculate for you.
  - Once you have completed all of the line items return to the Payment Application tab to review information
- Save this spreadsheet to be used for your next Payment Application

## **For Payment Application No. 2 and above:**

- Open your saved prior Payment Application.
- Update pertinent information on the Payment Application Tab.
- On the Current App Continuation Sheet, select the line item data in Columns D-F, copy and paste **AS VALUES** into Prior App Continuation Sheet Columns D-F.
  - \*\***NOTE:** It is important to paste “as values” (  prevent copying the formula from Column D in the Current App Continuation Sheet Tab.
- If you need to add a line for an additional item not included on previous Pay Applications, you will need to add the line on the Prior App Continuation Sheet first and complete Columns A-C. Then add a line on the Current App Continuation Sheet, Columns A-C will auto populate and you can fill in the values for the current application.

# LIQUIDATED DAMAGES ASSESSMENT

TO: McNeese State University FROM: \_\_\_\_\_  
4406 Common St. Lake Charles, LA 70605 \_\_\_\_\_  
\_\_\_\_\_ *Design Firm Name and Address*

DATE: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
PROJECT NUMBER: \_\_\_\_\_ WBS No: \_\_\_\_\_  
SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_ CFMS: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

DATE OF ACCEPTANCE: \_\_\_\_\_  
CONTRACT DATE OF COMPLETION: \_\_\_\_\_

NUMBER OF DAYS OVERRUN (As of Acceptance Date) \_\_\_\_\_  
LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ \_\_\_\_\_  
LIQUIDATED DAMAGES ASSESSMENT \$ \_\_\_\_\_

Signed: \_\_\_\_\_  
DESIGNER

Signed: \_\_\_\_\_  
PROJECT MANAGER

Facility Planning & Control  
**LIQUIDATED DAMAGES ASSESSMENT**  
(Procedure of How FPC Calculates Liquidate Damages at Acceptance)

- If Acceptance Date = Completion Date, then 0 days are assessed (mathematically If  $AD = CD$ , then  $LD = 0$ )
- If Acceptance Date is 1 day after Completion date, then 1 day is assessed (don't count acceptance date, mathematically If  $AD - CD = 1$ , then  $LD = 1$ )
- If Acceptance Date is 2 days after Completion date, then 1 day is assessed (don't count acceptance date or completion date, mathematically If  $AD - CD > 1$ , then  $LD = AD - CD - 1$ )
- If Acceptance date is 3 days after Completion date, then 2 days are assessed (same as line above)
- If Acceptance date is 4 days after Completion date, then 3 days are assessed... etc.

## Facility Planning & Control

### 15. PRE-CONSTRUCTION CONFERENCE AGENDA

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

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

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

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

#### 2. Roles of Individuals:

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

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

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

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

#### 3. Change Orders:

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

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

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

#### **4. Invoice Procedure:**

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

required prior to final payment to the contractor.

#### **5. Prior Approval:**

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

#### **6. Testing Lab:**

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

#### **7. Project Sign**

When a project sign is specified, select location.

#### **8. Meetings:**

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

#### **9. Roofing:**

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

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

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

jurisdiction in any action brought under this contract.

- 10) Manufacturer's specification to be used in support of designer's specification. Manufacturer's requirements are a minimum, use designer's specification if it exceeds.
- 11) Track weather days including predicted rain percentage. Submit to designer monthly with pay estimate.

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

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

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

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

## 10. General Correspondence:

- a. Project Number must be on all correspondence.

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

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

#### 11. Miscellaneous Items to be Discussed as Necessary:

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

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

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

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

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

e. Location of staging area and/or fencing.

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

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

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

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

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

k. Use of any Asbestos Containing materials is prohibited.

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

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

#### 12. Pre-Close Out Conference

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

## Facility Planning & Control

### 16. PRE-CLOSEOUT CONFERENCE AGENDA

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

As the subject project nears completion, you should be reminded of several requirements pertaining to acceptance of Facility Planning & Control projects, including:

- A. Notify the local Fire Marshal's Office of the date and time of the Punch List Inspection. This must be done at least 7 days prior to the scheduled date. To issue an occupancy permit the Fire Marshal will require several certifications, including:
  - 1. Designer submitted Certificate of Completion (Fire Marshal form)
  - 2. Sprinkler certification
  - 3. Fire Alarm certification
  - 4. Fire Extinguishers inspected and tagged by licensed contractor (unless invoice shows they are less than one year old.)
  - 5. Elevator certification
  - 6. Boiler Inspection
  - 7. All hot water heaters of 50 or more gallon capacity must be inspected (usually handled by the User)
- B. All equipment should be operating and instructions on usage given immediately to the User Agency. Withhold Punch List monies for this requirement.
  - 1. Elevators are to be inspected by a representative of the Office of Risk Management.
- C. Note that the 5 or 10% Retainage is only for liens. A separate amount must be withheld for Punch List work. If the value of the Punch List equals more than the funds remaining in the project, Acceptance must be delayed until the punch list value is reduced to the amount of remaining funds. The Designer shall provide the values for each item on the punch list in accordance with R.S. 38:2248(B).
- D. On deeming the project to be "substantially complete", the designer will complete and submit to FP&C, the Recommendation of Acceptance. FP&C will send the "NOTICE OF ACCEPTANCE OF BUILDING CONTRACT" to the contractor. This is the form to be filed in the courthouse. The 45-day lien period will not start until this document is filed. See Item (E).
- E. No project shall be accepted until both the Manufacturer's Roofing Warranty and the Contractor's Roofing Warranty are submitted and found to be in compliance with the requirements of the Contract Documents. In addition, please complete our Roof Completion Information form with a Roof Plan on 8-1/2"x11" of Individual State ID's or different Material Roof (or have the roofer complete it.) A copy of the blank form can be obtained from Facility Planning and Control.  
**FPC's standard Membrane and Metal Roofing Warranties shall be utilized (as applicable per project type).**
- F. The User Agency should provide a letter of concurrence prior to Acceptance.
- G. Facility Planning & Control shall not approve payment of the 5% or 10% retainage without:
  - 1. An invoice approved by the designer,
  - 2. Original Consent of Surety to Final Payment (AIA Form G707),
  - 3. Original Clear Lien Certificate showing that 45 days have elapsed since the Notice of Acceptance was filed with the Clerk of Court. Note that, in obtaining the clear lien certificate, the contractor should ensure

that the full forty-five (45) days have passed and that the forty-fifth day is not a legal holiday as legal holidays can extend the lien period. Clear lien certificates obtained on the forty-fifth day are not acceptable.

- H.** Facility Planning & Control requires certification by the designer that the punch listed work has been completed prior to any payment of money withheld for the Punch List. If the Punch List is not completed within 45 days after Acceptance, the contractor may be placed in default. Contractor must be paid for all punch list work completed by the end of the 45 day lien period at the end of the 45 day lien period.
- I.** As-builts, prepared in accordance with the General Instructions to Designers, must be submitted and approved prior to the Designer

receiving Final Payment. Contractor to record as-built information that varies from the contract documents, on (1) one set of prints, to be furnished to the Designer at completion of the job.

- J.** The Designer shall bring to the attention of the Contractor all deficiencies as soon as they are discovered and shall **NOT** wait until the punch list is prepared.
- K.** Near the end of the project the FP&C Project Manager will review the project to determine compliance with FP&C's ADA Non-Comprehensive Field Checklist. Any accessibility problems identified in this review shall be corrected before the project can be considered complete.

**NOTES:**

**DOCUMENT 00 01 01 - PROJECT TITLE PAGE**

1.1 PROJECT MANUAL VOLUME

- A. PROJECT: Window Replacement, McNeese State University, Lake Charles, Louisiana
- B. LOCATION: McNeese State University, Frasch Hall
- C. OWNER: McNeese State University
- D. PROJECT NO. 01-107-24-05; JLBC ITEM #206; WBS F.01004596
- E. ARCHITECT:
  - 1. Cohesion Architecture, LLC
  - 2. Address: 2740 Rue De Jardin, Suite 400 Lake Charles, LA 70605
  - 3. Phone: 337.419.0008.
  - 4. Website: [www.cohesionarchitecture.com](http://www.cohesionarchitecture.com).
- F. Architect Project No. 2411
- G. Copyright 2026 Cohesion Architecture. All rights reserved.

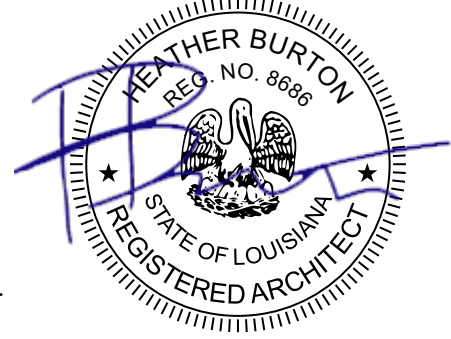
END OF DOCUMENT 00 01 01

**DOCUMENT 00 01 07 - SEALS PAGE**

1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect:

1. Cohesion Architecture | Heather Burton, Architect, AIA.
2. License No.: 8686.
3. Responsible for Divisions 01-49 Sections except where indicated as prepared by other design professionals of record.



END OF DOCUMENT 00 01 07

**SECTION 00 60 00 - PROJECT FORMS**

PART 1 - GENERAL

1.1 ADMINISTRATIVE FORMS

1. Substitution Request During Bidding
2. Request for Information (Bidding)
3. Request for Information in Construction

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 00 60 00



Request #:

Received Date:

## Substitution Request (Bidding)

**PROJECT:**

Frash Hall Window Replacement  
 McNeese State University Lake Charles, Louisiana  
 Project No.: 01-107-24-05; JLBC Item #206;  
 WBS No.: F.01004596

**ARCHITECT:**

Cohesion Architecture, LLC  
 2740 Rue De Jardin, Suite 400  
 Lake Charles, LA 70605

**Architect's Project No.:**

2411

**OWNER:**

McNeese State University  
 Facilities and Plant Operations  
 4406 Common Street  
 Lake Charles, LA 70607

Specification Title:	Specification Description:	
Section:	Page:	Article/Paragraph:
<b>Proposed Substitution:</b>		
<b>Manufacturer:</b>		
<b>Address:</b>		
<b>Phone:</b>		
<b>Trade Name:</b>		
<b>Model #:</b>		
<b>Submitter's Name:</b>		
<b>Firm:</b>		
<b>Address:</b>		
<b>Phone:</b>		

The Undersigned certifies all of the following are true:

- ✓ I have attached all data which includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.
- ✓ I have confirmed and attached changes to the Contract Documents that the proposed substitution will require for its proper installation.
- ✓ Proposed substitution has been fully investigated and determined to be equal or superior in all respects to the specified product.
- ✓ The same warranty will be furnished for the proposed substitution as for the specified product.
- ✓ The 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 the progress schedule.
- ✓ Proposed substitution does not affect dimensions and functional clearances.
- ✓ Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Sender's Signature:  Date Sent:

A/E's REVIEW AND RECOMMENDATION will be issued by one of the following:

Approved Substitution:	Approved as Noted:	Rejected -Use specified materials:	Rejected - Received too late:
Shall be issued by Addendum.	Shall be issued by Addendum.	Email response.	Email response.

(A/E) Reviewed By:  Review Date:



RFI #:   
Received Date:

## Request for Information (Bidding)

**PROJECT:**

Frash Hall Window Replacement  
McNeese State University Lake Charles, Louisiana  
Project No.: 01-107-24-05; JLBC Item #206;  
WBS No.: F.01004596

**ARCHITECT:**

Cohesion Architecture, LLC  
2740 Rue De Jardin, Suite 400  
Lake Charles, LA 70605

**Architect's Project No.:**

2411

**OWNER:**

McNeese State University  
Facilities and Plant Operations  
4406 Common Street  
Lake Charles, LA 70607

This Clarification Notice is issued for the purpose of clarifying a reasonably inferable interpretation of the Contract Documents and, therefore, has no effect on the Contract Sum or Contract Time. Following this Clarification Notice, proceeding with work indicates acceptance of this clarification with no change in Contract Sum or Contract Time.

<b>TO:</b>	<b>FROM:</b>
<input type="text"/>	<input type="text"/>

**RFI DESCRIPTION:** *(Fully describe the question or type of information requested.)*

<input type="text"/>
----------------------

Specification Section:	Paragraph:	Drawing Reference:	Detail:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**SENDER'S RECOMMENDATION:** *(If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)*

<input type="text"/>
----------------------

Sent By:  Date Sent:

**RECEIVER'S REPLY:** *(Provide answer to RFI, including cost and/or schedule considerations.)*

<input type="text"/>
----------------------

Review By:  Review Date:



RFI #:

Received Date:

## Request for Information

**PROJECT:**

Frash Hall Window Replacement  
 McNeese State University Lake Charles, Louisiana  
 Project No.: 01-107-24-05; JLBC Item #206;  
 WBS No.: F.01004596

**ARCHITECT:**

Cohesion Architecture, LLC  
 2740 Rue De Jardin, Suite 400  
 Lake Charles, LA 70605

**Architect's Project No.:**

2411

**OWNER:**

McNeese State University  
 Facilities and Plant Operations  
 4406 Common Street  
 Lake Charles, LA 70607

**Note:** This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

<b>TO:</b>	<b>FROM:</b>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

**RFI DESCRIPTION:** *(Fully describe the question or type of information requested.)*

Specification Section:	Paragraph:	Drawing Reference:	Detail:
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

**SENDER'S RECOMMENDATION:** *(If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)*

Sent By:  Date Sent:

**RECEIVER'S REPLY:** *(Provide answer to RFI, including cost and/or schedule considerations.)*

Review By:  Review Date:

## SECTION 01 10 00 - SUMMARY

### 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:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Contractor's use of site and premises.
- 4. Coordination with occupants.
- 5. Work restrictions.
- 6. Specification and Drawing conventions.

- B. Related Requirements:

- 1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Frasch Hall Window Replacement

- 1. Project Location: McNeese State University Lake Charles, Louisiana
- 2. Project Address: Frasch Hall, McNeese State University
- 3. Project Number: Project No. 01-107-24-05; JLBC Item #206; WBS No.: F.01004596

- B. Owner: State of Louisiana.

- 1. Owner's Representative: McNeese State University.

- C. Architect: Cohesion Architecture, LLC.

Address: 2740 Rue De Jardin, Suite 400  
Phone: 337.419.0008  
Email: office@cohesionarchitecture.com

- 1. Architect's Representative: Heather Burton, Architect.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. Selective building-envelope remediation including removal and reinstallation of existing aluminum window assemblies; window repair/replacement; steel lintel repair and recoating; flashing, sill pan, drip edge, weep, and drainage improvements; sealant replacement; selective masonry repair and repointing; gutter repairs; localized exterior repairs; and interior window sill replacement with new blocking. Work is intended to restore long-term drainage, waterproofing, and exterior wall performance while preserving serviceable existing windows where feasible.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways loading areas, 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 for storage of materials.

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.

C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Work hours as approved by Owner and authorities having jurisdiction, unless otherwise indicated. Work hours may be modified to meet Project requirements as approved by Owner.

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 arranging for temporary utility services according to requirements indicated:

1. Notify Architect not less than three days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.
3. Hours for Utility Shutdowns: Utility shutdowns must be requested in writing by way of user-provided request form at least 72 hours in advance.

D. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

- E. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
  - 1. All work vehicles must be clearly marked to be identified as part of construction activities.

#### 1.7 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. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  - 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on 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 Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

## SECTION 01 22 00 - 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 Requirements:
  - 1. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

#### 1.3 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as 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. Unit price work shall not proceed without prior written authorization from the Architect and Owner.
- C. Measurement and Payment: Actual quantities of unit price work will be field verified by the Architect for payment.
- D. 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.
- E. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1: Cast Stone Window Sill Replacement
  - 1. Removal and disposal of existing damaged cast stone window sill; preparation of substrate; and furnishing and installation of new cast stone sill to match existing in size, profile, color, texture and finish. Includes sealant, anchorage, shimming and all incidental materials and labor required for a complete installation.
  - 2. Unit of Measurement: Each (EA), based on typical sill length of approximately 46 inches, including variations up to approximately 52 inches.
  
- B. Unit Price No. 2: Aluminum Window Assembly Replacement
  - 1. Disposal of existing aluminum window assembly (removed under base bid) and furnishing and installation of new aluminum window assembly in the existing opening, complete in place, in lieu of reinstallation of existing aluminum window assembly and representing the net cost to provide new aluminum window assembly. Includes framing, glazing, infill panels, louver panels where indicated, anchors, perimeter sealants, shimming, adjustment, and all incidental materials and labor required for complete installation. Includes coordination with adjacent construction and tie-in to existing wall, flashing, and finishes.
  - 2. Unit of Measurement: Each (EA), per aluminum window opening, based on typical opening size indicated in Drawings.
  
- C. Unit Price No. 3: Aluminum Window Glazing Replacement
  - 1. Description: Removal and disposal of existing glazing at aluminum window assemblies and furnishing and installation of new glazing complying with Section 08 80 00 "Glazing" to match existing in type, thickness, performance, and appearance, complete in place. Glazing replacement shall be performed as complete individual panes bounded by framing members. Includes removal and reinstallation of glazing stops, setting blocks, glazing gaskets, sealants, shims, and all incidental materials and labor required for a complete installation.
  - 2. Unit of Measurement: Square Foot (SF), measured as the actual area of the glazing replaced.

END OF SECTION 01 22 00

## SECTION 01 23 00 - ALTERNATES

### 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 alternates.

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 01: Gutter and Downspout System Repair.

1. Base Bid: Existing gutter and copper downspout system to remain as is, no work.
2. Alternate: Repair entire existing gutter system, copper downspouts and conductor heads, outlets, supports, seams, joints, and related components within scope of work. Reference photos are provided to illustrate existing conditions.

B. Alternate No. 02: Remove and Replace Sealant at Cast Stone.

1. Base Bid: Existing sealant at cast stone to stucco soffit to remain as is, no work.
2. Alternate: Remove and replace sealant at all cast stone frieze-to-stucco soffit joints and cast stone panel-to-soffit joints for the entire soffit area within scope of work. Reference photos are provided to illustrate existing conditions.

C. Alternate No. 03: Miscellaneous Envelope Repairs.

1. Base Bid: Existing envelope conditions to remain as-is unless noted otherwise.
2. Alternate: Perform miscellaneous envelope repairs where indicated on Drawings A-101 Floor Plans and A-201, A-202, A-203 Exterior Elevations, including repair of existing stucco soffit hole at location indicated, removal and replacement of damaged cast stone frieze, and repair, patching, or replacement of cast stone window sills. Refer to Section 04 72 00 "Cast Stone Masonry." Reference photos are provided to illustrate existing conditions.

END OF SECTION 01 23 00

## SECTION 01 25 00 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Instructions to Bidders Article 4 "Bid Documents" for requirements for substitution requests prior to award of Contract.
  - 2. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests Prior to Bid: All requests for substitutions must be submitted no later than 2:00 pm 14 days prior to Bid Date. Submit documentation identifying 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 form provided in Project Manual.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
    - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building codes in effect for Project.

1) This project shall be designed according to the following:

- a) Louisiana Building Code for State Owned Buildings, RS 40:1721-1724, consisting of the following in the editions stated on the Facility Planning & Control website:
- b) The Life Safety Code NFPA 101.
- c) The International Plumbing Code; the International Building Code, Chapter 29-Plumbing Systems; and the International Residential Code, Part VII-Plumbing.
- d) The International Building Code.
- e) The International Mechanical Code.
- f) The National Electrical Code.

In all cases of conflict between the Life Safety Code and any of the above codes, the most stringent provision shall be used.

- 2) Commercial Building Energy Code
- 3) Americans with Disabilities Act Accessibility Guidelines.

- j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution.

- a. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

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

## 1.6 PROCEDURES

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

Frasch Hall Window Replacement  
McNeese State University  
Lake Charles, Louisiana

Project No. 01-107-24-05; JLBC Item #206  
WBS No.: F.01004596  
Arch Project No.: 2411

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

## SECTION 01 26 00 - 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 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 01 31 00 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

#### 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included in Project Manual.

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- 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 Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Proposal Request Form: Use form acceptable to Architect.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on form included in Project Manual.
- B. Change Orders cannot be approved without the proper breakdown as required by the Supplemental Conditions, Section 7.2. The same requirements apply to time extension requests.
- C. Submit appropriate Change Order Back Up Forms as prescribed by Facility Planning and Control "Instruction for Change Order Back Up Forms" (CO-6). Submit 3 original copies of the following:
  - 1. SUMMARY form CO-2.
  - 2. BREAKDOWN form CO-3.
  - 3. BREAKDOWN COMMENT SHEET form CO-4 (if applicable).
  - 4. UNIT PRICE BREAKDOWN form CO-5 (if applicable).

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE (UPON FP&C APPROVAL ONLY)

- A. Construction Change Directive: Architect may issue a Construction Change Directive. 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.

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WBS No.: F.01004596  
Arch Project No.: 2411

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

## SECTION 01 29 00 - 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 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Division 00 Form V "Schedule of Values" and Form APP "Application and Certification for Payment."
  - 2. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 3. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

#### 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. Coordinate line items in the schedule of values as indicated by Form V "Schedule of Values". These items are to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than the Pre-Construction Conference.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Arrange schedule of values consistent with Form V "Schedule of Values" provided in Division 00.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  - 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 on site, but not yet installed.

4. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.
5. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.
- B. Payment Application Times: Submit Application for Payment to Architect as stated in the Supplementary Conditions.
- C. Application for Payment Forms: Use Facility Planning and Control – Application for Payment form.
- D. Application Preparation: Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of Contractor. Original copy shall have signature in blue ink. Architect will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit signed Application for Payment electronically to Architect by a method ensuring receipt within 24 hours.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  1. Contractor's submittal schedule.
  2. Items listed within the "INSTRUCTIONS TO BIDDERS, Article 7 POST-BID-INFORMATION" included in DIV 00.
  3. Items required by Article 5 in Supplementary Conditions.
  4. Items required by Article 7 in Supplementary Conditions.
  5. Items required by Article 9 in Supplementary Conditions.
  6. Items listed within "Facility Planning & Control 15. PRE-CONSTRUCTION CONFERENCE AGENDA" under No.1.
- G. Application for Payment at Substantial Completion: After Architect issues 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.
    - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 01 77 00 "Closeout Procedures."

2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

H. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including all documents as required by the Contract Documents which includes all requirements prescribed in General Conditions of the contract (AIA Document A201) and modifications amended by the Supplementary Conditions contained therein.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

## SECTION 01 31 00 - 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 01 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 coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Digital project management procedures.
  - 5. Project meetings.
- B. Related Requirements:
  - 1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

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

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: At the Pre-Construction Conference, 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, cellular telephone numbers, and e-mail addresses. Provide

names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

#### 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule 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. Preparation of the submittal schedule.
  - 4. Installation and removal of temporary facilities and controls.
  - 5. Delivery and processing of submittals.
  - 6. Progress meetings (weekly)
  - 7. Owner, Architect, Contractor (OAC meetings (Monthly) with copies of the following for hand-out.
    - a. Prepare monthly construction report detailing activities completed last period past and work planned for period ahead.
    - b. Prepare updated schedule printed on 11" x 17" for hand-out.
  - 8. Preinstallation conferences.
  - 9. Requesting inspections when required.
  - 10. Project closeout activities.
  - 11. Startup and adjustment of systems.

#### 1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

- B. RFI Forms: Form bound in Project Manual.
  - 1. Attachments shall be electronic files in PDF format.
- C. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

#### 1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Web-Based Project Management Software Package: (Optional) Provide, administer, and use web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion.
  - 1. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
  - 1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
  - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

## 1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of seven days prior to meeting.
  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 Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Facility Planning and Control, User and Architect, but no later than 15 days after execution of the Agreement.
1. The Facility Planning and Control PRE-CONSTRUCTION CONFERENCE AGENDA included in Division 00 of this Project Manual shall be used as the agenda for this meeting.
  2. Additional topics shall be items of significance that could affect progress, which will include the following:
    - a. Contractor provides all Pre-construction Conference Submittals as required by:
      - 1) Items listed within "Facility Planning & Control 15. PRE-CONSTRUCTION CONFERENCE AGENDA" under No.1
      - 2) Items listed within the "INSTRUCTIONS TO BIDDERS, Article 7 POST-BID- INFORMATION" included in DIV 00.
      - 3) Supplemental Conditions, Article 5,
      - 4) Supplemental Conditions, Article 7,
      - 5) Supplemental Conditions, Article 9,
      - 6) Contractor's Submittal Schedule
    - b. Responsibilities and personnel assignments (Project Manager, Superintendent).
    - c. Critical work sequencing and long lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Use of web-based Project software (if initiated by Contractor).
    - g. Procedures for processing field decisions and Change Orders.
    - h. Procedures for RFIs.
    - i. Procedures for testing and inspecting.
    - j. Procedures for processing Applications for Payment.
    - k. Distribution of the Contract Documents.
    - l. Submittal procedures.
    - m. Preparation of Record Documents.
    - n. Use of the premises and existing buildings.
    - o. Work restrictions.
    - p. Working hours.
    - q. Owner's occupancy requirements.
    - r. Responsibility for temporary facilities and controls.
    - s. Procedures for moisture and mold control.
    - t. Procedures for disruptions and shutdowns.
    - u. Construction waste management and recycling.
    - v. Parking availability.
    - w. Office, work, and storage areas.
    - x. Equipment deliveries and priorities.
    - y. Correlation of construction and submittal schedule.

- z. Progress cleaning.
- 3. 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 when required by other Sections and when required for 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 Architect 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. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility requirements.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written instructions.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Space and access limitations.
    - r. Regulations of authorities having jurisdiction.
    - s. Testing and inspecting requirements.
    - t. Installation procedures.
    - u. Coordination with other work.
    - v. Required performance results.
    - w. Protection of adjacent work.
  - 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 Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
  - 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  - 2. The Facility Planning and Control PRE-CLOSEOUT CONFERENCE AGENDA included in Division 00 of this Project Manual shall be used as the agenda for this meeting.
  - 3. Additional topics shall be items of significance that could affect or delay Project closeout, which will include the following:

- a. Preparation of Record Documents.
  - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
  - c. Procedures for completing and archiving web-based Project software site data files (If initiated by Contractor).
  - d. Submittal of written warranties.
  - e. Requirements for preparing operations and maintenance data.
  - f. Requirements for delivery of material samples, attic stock, and spare parts.
  - g. Requirements for demonstration and training.
  - h. Preparation of Contractor's punch list.
  - i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
  - j. Submittal procedures.
  - k. Owner's partial occupancy requirements (if applicable).
  - l. Installation of Owner's furniture, fixtures, and equipment.
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 User and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the 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 use.
      - 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 01 31 00

## SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Construction schedule updating reports.
  - 3. Daily construction reports.
  - 4. Site condition reports.
  - 5. Unusual event reports.
- B. Related Requirements:
  - 1. Section 01 40 00 "Quality Requirements" for schedule of tests and inspections.

#### 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
  - 1. Critical 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. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- C. Event: The starting or ending point of an activity.
- D. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 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.
- E. Resource Loading: The allocation of labor and equipment necessary for completing an activity as scheduled.

### 1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file.
  - 2. PDF file.
- B. Startup construction schedule.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- D. Construction Schedule Updating Reports: Submit with Applications for Payment.
- E. Daily Construction Reports: Submit at weekly intervals.
- F. Unusual Event Reports: Submit at time of unusual event.

### 1.4 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "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 interim milestones.
  - 4. Review delivery dates for Owner-furnished products.
  - 5. Review submittal requirements and procedures.
  - 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 Project closeout and Owner startup procedures.
  - 9. Review and finalize list of construction activities to be included in schedule.
  - 10. Review procedures for updating schedule.

### 1.5 COORDINATION

- A. 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.

## 1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  - 1. Contract completion date to not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead-time 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.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
  - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  - 5. Punch List and Final Completion: Include not more than 45 days for completion of punch list items and Final Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Submittals.
    - b. Mockups.
    - c. Fabrication.
    - d. Deliveries.
    - e. Installation.
    - f. Tests and inspections.
    - g. Adjusting.
    - h. Curing.
  - i. Startup and placement into final use and operation.

3. 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. Completion of mechanical installation.
  - b. Completion of electrical installation.
  - c. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion[.]
- 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 Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and the Contract Time.
- G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

#### 1.7 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule at the Pre-Construction Conference.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
- C. Identify Critical Path Work.

#### 1.8 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. Testing and inspection.
  8. Accidents.
  9. Meetings and significant decisions.
  10. Unusual events.
  11. Stoppages, delays, shortages, and losses.
  12. Meter readings and similar recordings.
  13. Emergency procedures.
  14. Orders and requests of authorities having jurisdiction.

15. Change Orders received and implemented.
  16. Construction Change Directives received and implemented.
  17. Services connected and disconnected.
  18. Equipment or system tests and startups.
  19. Partial completions and occupancies.
  20. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site 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.
- C. Unusual Event Reports: 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, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
1. Submit unusual event reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 00

## SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Concealed Work photographs.
  - 3. Periodic construction photographs.
  - 4. Final Completion construction photographs.
- B. Related Requirements:
  - 1. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
  - 2. Section 02 41 19 "Selective Demolition" for photographic documentation before selective demolition operations commence.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Submit photos on thumb-drive. Include copy of key plan indicating each photograph's location and direction.
  - 2. Identification: Provide the following information with each image description:
    - a. Name of Project.
    - b. Date photograph was taken.

#### 1.3 FORMATS AND MEDIA

- A. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

#### 1.4 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs with maximum depth of field and in focus.
- B. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.
- C. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work.

- D. Final Completion Construction Photographs: Take photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform Contractor of desired vantage points if required..

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 33

## SECTION 01 33 00 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 01 31 00 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
3. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Section 01 32 33 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and Final Completion construction photographs.
5. Section 01 40 00 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
6. Section 01 77 00 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
7. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
8. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
9. Section 01 79 00 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### 1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections

or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Submittal Schedule: Submit concurrently with startup construction schedule. Identify submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal Category: Action; informational.
  - d. Name of subcontractor.
  - e. Description of the Work covered.
  - f. Scheduled date for Architect's final release or approval.

#### 1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
  1. Project name.
  2. Project Number.
  3. Date.
  4. Name of Architect.
  5. Name of Contractor.
  6. Name of firm or entity that prepared submittal.
  7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
  8. Drawing number and detail references, as appropriate.
  9. Remarks.
  10. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

- E. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

## 1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
    - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
  - 2. Web-Based Project Management Software (optional): Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
- 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 submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- E. 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.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## 1.6 SUBMITTAL REQUIREMENTS

- A. 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 unsuitable 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.
    - 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 that show 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 Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. 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.



- D. **Product Schedule:** As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
- E. **Design Data:** Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- F. **Test and Research Reports:**
1. **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 substrate preparation and primers required.
  2. **Field Test Reports:** Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
  3. **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.
  4. **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.
  5. **Product Test Reports:** Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
  6. **Research Reports:** Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
    - a. Name of evaluation organization.
    - b. Date of evaluation.
    - c. Time period when report is in effect.
    - d. Product and manufacturers' names.
    - e. Description of product.
    - f. Test procedures and results.
    - g. Limitations of use.

#### 1.7 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 insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file, and one paper copy 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.

#### 1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include 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.
  1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

#### 1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
  1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action, as follows:
    - a. Reviewed No Exception, the Work covered by the submittal may proceed, provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
    - b. Reviewed As Noted, the Work covered by the submittal may proceed provided it complies with the Architect's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
    - c. Revise & Resubmit, do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity for the product submitted. Revise or prepare new submittal according to Architect's notations and corrections.
    - d. Rejected, do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents.
    - e. Submit Specified Item, prepare additional information requested, required by the Contract Documents, that indicates compliance with requirements, and resubmit.
    - f. Information Only, used for submittal for information purposes, record purposed, special processing, or other Contractor activity.

2. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
  - a. Actions taken by indication on Project management software website have the following meanings:
    - 1) Refer to Architect's Submittal Transmittal returned with submittal for appropriate action as it may differ from available actions allowed on Project management software.
  - B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
  - C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
  - D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
  - E. Architect will discard submittals received from sources other than Contractor.
  - F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

## SECTION 01 35 16 - ALTERATION PROJECT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes special procedures for alteration work.

#### 1.2 DEFINITIONS

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- D. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- E. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- F. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- G. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- H. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- I. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- J. Retain: To keep an element or detail secure and intact.
- K. Strip: To remove existing finish down to base material unless otherwise indicated.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements that are to remain, including finish surfaces, that might be misconstrued as damage caused by Contractor's alteration work operations.

#### 1.4 STORAGE AND HANDLING OF SALVAGED MATERIALS

- A. Salvaged Materials for Reinstallation:

1. Repair and clean items for reuse as indicated.
  2. Protect items from damage during transport and storage.
  3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.
- B. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work, include in project closeout cleaning. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.

#### 1.5 FIELD CONDITIONS

- A. Survey of Existing Conditions: Record existing conditions that affect the Work by use of preconstruction photographs.
1. Comply with requirements specified in Section 01 32 33 "Photographic Documentation."
- B. Discrepancies: Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.

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

#### PART 3 - EXECUTION

##### 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
1. Use only proven protection methods, appropriate to each area and surface being protected.
  2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
  3. Erect temporary barriers to form and maintain fire-egress routes.
  4. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
  5. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
  6. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
- B. Temporary Protection of Materials to Remain:
1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- D. Utility and Communications Services:

1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

3.2 GENERAL ALTERATION WORK

- A. Ensure that supervisory personnel are present when work begins and during its progress.
- B. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.
- C. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
  1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 01 35 16

## SECTION 01 40 00 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, 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.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. 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, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
  - 1. Mockups are used for one or more of the following:
    - a. Verify selections made under Sample submittals.
    - b. Demonstrate aesthetic effects.
    - c. Demonstrate the qualities of products and workmanship.
    - d. Demonstrate successful installation of interfaces between components and systems.
    - e. Perform preconstruction testing to determine system performance.
  - 2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
  - 3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.

- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) in accordance with 29 CFR 1910.7, by a testing agency accredited in accordance with NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- I. 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.
- J. 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. Contractor's quality-control services do not include contract administration activities performed by Architect.

### 1.3 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

### 1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality

specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 ACTION SUBMITTALS

##### A. Mockup Shop Drawings:

1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
2. Indicate manufacturer and model number of individual components.
3. 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. Qualification Data: For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
  1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
  2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- D. 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.
- E. Reports: Prepare and submit certified written reports and documents as specified.
- F. Permits, Licenses, and Certificates: For Owner's record, 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.

#### 1.7 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, telephone number, and email address 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 inspection.
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, telephone number, and email address 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 of 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, telephone number, and email address 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 of whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

## 1.8 QUALITY ASSURANCE

- A. 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. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- 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, applying, 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 is similar in material, design, and extent to those indicated for this Project.
- F. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- G. 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.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. 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's Responsibilities:
    - 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. When testing is complete, remove test specimens and test assemblies; 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 Architect, 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.
- J. 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 of size indicated.
  - 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
  - 3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
  - 5. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  - 7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.

8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
10. Demolish and remove mockups when directed unless otherwise indicated.

#### 1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  2. 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, whether specified or not, to verify and document that the Work complies with requirements.
  1. Engage a qualified testing agency to perform quality-control services.
    - a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. 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.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the locations 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 duties of Contractor.
- E. 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 Section 01 33 00 "Submittal Procedures."
- F. 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.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives 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 inspection. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

#### 1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures, and reviewing the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections, and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
  6. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
  - 1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, 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 Section 01 73 00 "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 01 40 00

## SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

#### 1.2 USE CHARGES

- A. General: Owner shall provide for existing utilities as indicated below. Contractor shall not abuse the use of any of the services listed. If abuse occurs, the contractor will be asked to provide temporary service of said utility at his installation, removal and use cost.
- B. Water Service: Owner will pay water-service use charges for water used by all entities for construction operations.
- C. Electric Power Service: Owner will pay electric-power-service use charges for electricity used by all entities for construction operations.
- D. 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.
- E. 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.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

#### 1.4 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.

#### 1.5 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 TEMPORARY FACILITIES

#### A. Field Offices:

1. Owner will provide interior space for field offices for duration of Project within the construction area.

### 2.2 EQUIPMENT

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

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

## PART 3 - EXECUTION

### 3.1 TEMPORARY FACILITIES, GENERAL

#### A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

### 3.2 INSTALLATION, GENERAL

#### A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

### 3.3 TEMPORARY UTILITY INSTALLATION

#### A. Water Service:

1. 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.

#### B. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash 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.

#### C. Electric Power Service:

1. Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

#### D. 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.

### 3.4 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- D. Waste Disposal Facilities:
  - 1. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."
- E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- F. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
  - 1. Do not load elevators beyond their rated weight capacity.
  - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work, so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
  - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas, so no evidence remains of correction work.

### 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
  - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. 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.

1. Comply with work restrictions specified in Section 01 10 00 "Summary."
  - C. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
  - D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
  - E. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
  - F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
    1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
    2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
    3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
    4. Keep deck openings covered or dammed.
  - H. Partially Enclosed Construction Period: 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 and replace stored or installed material that begins to grow mold.
    7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board 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.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

## SECTION 01 60 00 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. The Work of This Section Includes: Administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 01 10 00 "Summary" for Contractor requirements related to Owner-furnished products.
  - 2. Section 01 25 00 "Substitution Procedures" for requests for substitutions.
  - 3. Section 01 77 00 "Closeout Procedures" for submitting warranties.

#### 1.2 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. Proprietary Specification: 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. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products unless otherwise indicated.
  - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in "Comparable Products" Article, 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 single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
  - 1. Evaluating Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named

manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.

- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
  - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
  - 2. Data indicating compliance with the requirements specified in "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 01 33 00 "Submittal Procedures."
- F. Substitution: Refer to Section 01 25 00 "Substitution Procedures" for definition and limitations on substitutions.

### 1.3 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.

### 1.4 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. 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.
  - 2. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.
- C. Storage:
  - 1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
  - 2. Store products to allow for inspection and measurement of quantity or counting of units.
  - 3. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
  - 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.

### 1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections are to be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of Owner or endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of Owner or endorsed by manufacturer to 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 in the Project Manual, prepare a written document, using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 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 meeting requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in Specifications establish salient characteristics of products.
  6. The Contractor shall not provide or install any product that contains asbestos or other hazardous materials prohibited by applicable EPA, OSHA, or Louisiana DEQ regulations.
- B. Product Selection Procedures:
1. Proprietary Specifications: Specifications that identify at least two (2) manufacturers acceptable as to function and quality with model or series number for each manufacturer named.
    - a. When a proprietary specification is used, it is used only to denote the quality standard of products desired. They are used only to set forth and convey to prospective Bidders the general style, type, character and quality of the products desired. They do not restrict Bidders to the specific brand, make, manufacturer, or specification named. Equivalent products will be acceptable, but only with written approval prior to bid.
    - b. Provide one of the manufacturers/products listed or, when applicable, manufacturers/products issued by Architect Addendum issued prior to bid

2. 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 may additionally 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 the phrase "match Architect's sample," or "match Architect's rendering" provide a product that complies with requirements and matches Architect's sample or rendering. Architect's decision will be final on whether a proposed product matches.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

## SECTION 01 73 00 - EXECUTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
  - 1. Installation.
  - 2. Cutting and patching.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.
- B. Related Requirements:
  - 1. Section 01 10 00 "Summary" for coordination of, and limits on use of Project site.
  - 2. Section 02 41 19 "Selective Demolition" for demolition and removal of selected portions of the building.

#### 1.2 DEFINITIONS

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

#### 1.3 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, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 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 Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. 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.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 01 31 00 "Project Management and Coordination."

### 3.3 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  1. Make vertical work plumb, and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- 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 satisfactory results as judged by Architect. 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 of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

### 3.4 CUTTING AND PATCHING

- A. 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 in Section 01 10 00 "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 prevent 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 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, as judged by Architect. 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 eliminate 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 and ensures thermal and moisture integrity of building enclosure.
- 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. 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, in accordance with regulations.
    - a. Use 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 in accordance with 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: 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.
- 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 ensure 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 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

### 3.7 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. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.8 CORRECTION OF THE WORK

- A. Corrective work required solely to accommodate or install new roofing design details or manufacturer requirements shall be included in the Base Bid and shall not be paid as a unit price item.
- B. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- C. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

- D. Restore permanent facilities used during construction to their specified condition.
- E. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- F. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 01 73 00

## SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### 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. Salvaging nonhazardous demolition and construction waste.
  - 2. Disposing of nonhazardous demolition and construction waste.

#### 1.3 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

### PART 2 - PRODUCTS

### PART 3 - EXECUTION

#### 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with operation, termination, and removal requirements in Section 01 50 00 "Temporary Facilities and Controls."
  - B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
    1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
    2. Comply with Section 01 50 00 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.
- 3.2 SALVAGING DEMOLITION WASTE
- A. Comply with requirements in Section 02 41 19 "Selective Demolition" for salvaging demolition waste.
  - B. 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 with label indicating elements, date of removal, quantity, and location where removed.
    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.
  - C. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
    1. Clean salvaged items.
    2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
    3. Store items in a secure area until delivery to Owner.
    4. Transport items to Owner's storage area designated by Owner.
    5. Protect items from damage during transport and storage.
- 3.3 DISPOSAL OF WASTE
- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
    1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
    2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.
  - C. Burning: Do not burn waste materials.

END OF SECTION 01 74 19

## SECTION 01 77 00 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 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. List of incomplete items.
  - 4. Submittal of Project warranties.
  - 5. Final cleaning.
- B. Related Requirements:
  - 1. Section 01 29 00 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
  - 2. Section 01 32 33 "Photographic Documentation" for submitting Final Completion construction photographic documentation.
  - 3. Section 01 78 23 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
  - 4. Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

#### 1.2 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

#### 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Complete final cleaning requirements.
  - 2. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. 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.

#### 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
  - 1. Submit a final Application for Payment in accordance with Section 01 29 00 "Payment Procedures."
  - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect.

- Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
  - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 4. Submit pest-control final inspection report.
  - 5. Submit Final Completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
- 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.8 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
- 1. Organize list of spaces in sequential order, starting with exterior areas first, listed by room or space number.
  - 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Project Number.
    - c. Date.
    - d. Name of Architect.
    - e. Name of Contractor.
    - f. Page number.
  - 4. Submit list of incomplete items in the following format:
    - a. Electronic File: Architect will return annotated file.
      - 1) PDF Electronic File

#### 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit by email to Architect.
2. Initial Submittal: Submit complete package in PDF format by email to Architect.
3. Final Submittal: Submit two copies of the Final Submittal electronic file on USB jump drive.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - d. 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.
    - e. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - f. Clean flooring, removing debris, dirt, and staining; clean in accordance with manufacturer's instructions.
    - g. Vacuum and mop concrete.
    - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean in accordance with manufacturer's instructions 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. Polish mirrors and glass, taking care not to scratch surfaces.
    - j. Remove labels that are not permanent.
    - k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

- l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
- o. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
- p. Clean strainers.
- q. Leave Project clean and ready for occupancy.

### 3.2 CORRECTION OF THE WORK

- A. Complete repair and restoration operations required by "Correction of the Work" Article in Section 01 73 00 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 01 77 00

## SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 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.
- B. Related Requirements:
  - 1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
  - 2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
  - 2. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit one PDF of marked-up record prints by email to Architect.
        - a) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit ONE paper-copy set(s) of marked-up record prints.
      - 2) Submit PDF electronic file of scanned Record Prints.
      - 3) Print each drawing in proper size format, whether or not changes and additional information were recorded.
      - 4) Electronic File Prints shall be submitted by four (3) separate USB jump drives.
- B. Record Specifications: Submit annotated 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. Final Submittal with both Contractor and Architect Response is required.
  - 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.

### 1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations.
    - 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 Work Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record prints 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. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect for resolution.
  4. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.

- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Format: Annotated PDF electronic file with comment function enabled.
  - 2. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

#### 1.4 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.

#### 1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. 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.
- C. 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.

1.6 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.
  - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.7 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 39

## SECTION 02 41 19 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.

B. Related Requirements:

1. Section 01 10 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.

#### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

#### 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### 1.4 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
1. Inspect and discuss condition of construction to be selectively demolished.
  2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  4. Review areas where existing construction is to remain and require protection.

### 1.5 INFORMATIONAL SUBMITTALS

- A. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 01 32 33 "Photographic Documentation." Submit before Work begins.

### 1.6 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

### 1.7 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

1. Inventory and record the condition of items to be removed and salvaged.

### 3.2 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  2. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  3. Maintain adequate ventilation when using cutting torches.
  4. Dispose of demolished items and materials promptly.
  5. Do not undermine, cut, or remove structural elements beyond limits indicated without Architect's written approval.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Masonry removal:
  1. Remove minimum number of bricks required to install drip edge and flashing.
  2. Saw-cut joints; do not damage adjacent masonry.
  3. Salvage removed brick for reinstallation where possible.
- D. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

E. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

- F. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.4 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

- B. Burning: Do not burn demolished materials.

### 3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

## SECTION 04 26 13 - MASONRY VENEER

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Brick.
2. Mortar materials.
3. Accessories.

B. Related Requirements:

1. Section 07 62 00 "Sheet Metal Flashing and Trim" for sheet metal flashing and for furnishing manufactured reglets installed in masonry joints.
2. Section 02 41 19 "Selective Demolition" for extent of masonry removal.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples for Verification: For each type and color of the following:

1. Clay face brick.

#### 1.3 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each type and size of product indicated .

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

## 1.5 FIELD CONDITIONS

- A. Protection of Masonry: During construction, cover tops of veneer, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
  - 1. Extend cover a minimum of **24 inches (610 mm)** down face of veneer, and hold cover securely in place.
- B. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry. Immediately remove grout, mortar, and soil that come in contact with masonry.
  - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
  - 2. Protect sills, ledges, and projections from mortar droppings.
  - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  - 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- C. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602.
  - 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is **40 deg F (4 deg C)** and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- D. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602.

## PART 2 - PRODUCTS

### 2.1 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602, except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects will be exposed in the completed Work and will be within **20 ft. (6 m)** vertically and horizontally of a walking surface.

### 2.2 BRICK

- A. Replacement Brick:
  - 1. Salvaged brick where possible.
  - 2. Where replacement is required, provide brick matching existing in size, color, texture, and finish.
  - 3. Saw-cut units as required to maintain coursing and joint alignment.

### 2.3 MORTAR MATERIALS

- A. Mortar: ASTM C270 Type N unless otherwise required to match existing.
  - 1. Color: Match existing adjacent mortar.

2. Tooling: Match existing joint profile.

B. Water: Potable.

## 2.4 EMBEDDED FLASHING

A. Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:

1. Stainless Steel: ASTM A240/A240M or ASTM A666, Type 316, **0.016 inch (0.40 mm)** thick.
2. Fabricate metal drip edges from stainless steel. Extend at least **3 inches (76 mm)** into wall and **1/2 inch (13 mm)** out from wall, with outer edge bent down 30 degrees.
  - a. Profile to fit beneath existing membrane flashing.
  - b. Installation is retrofit condition, coordinate dimensions with field conditions.

## 2.5 ACCESSORIES

A. Compressible Filler: Premolded filler strips complying with ASTM D1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene or PVC.

B. Weep/Vent Products: Use one of the following unless otherwise indicated:

1. Cellular Plastic Weep/Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height and width of head joint and depth **1/8 inch (3.2 mm)** less than depth of outer wythe, in color selected from manufacturer's standard.
  - a. Products: Subject to compliance with requirements, provide one of the following:
    - 1) Advanced Building Products Inc.; Mortar Maze weep vent.
    - 2) Heckmann Building Products Inc.; No. 85 Cell Vent.
    - 3) Hohmann & Barnard, Inc.; Quadro Vent.
    - 4) Wire Bond; Cell Vent.

C. Proprietary Acidic Masonry Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. Diedrich Technologies, Inc.
  - b. EaCo Chem, Inc.
  - c. ProSoCo, Inc.

## 2.6 MORTAR MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
  - 1. Do not use calcium chloride in mortar or grout.
  - 2. Use portland cement-lime or mortar cement mortar unless otherwise indicated.
  - 3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Mortar for Unit Masonry: Comply with ASTM C270, Proportion Specification. Use Type N unless another type is indicated.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

### 3.2 TOLERANCES

- A. Dimensions and Locations of Elements:
  - 1. For dimensions in cross section or elevation, do not vary by more than plus **1/2 inch (13 mm)** or minus **1/4 inch (6.4 mm)**.
  - 2. For location of elements in plan, do not vary from that indicated by more than plus or minus **1/2 inch (13 mm)**.
  - 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus **1/4 inch (6.4 mm)** in a story height or **1/2 inch (13 mm)** total.
- B. Lines and Levels:
  - 1. For bed joints and top surfaces of bearing walls, do not vary from level by more than **1/4 inch in 10 ft. (6.4 mm in 3 m)**, or **1/2-inch (13-mm)** maximum.
  - 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than **1/8 inch in 10 ft. (3.2 mm in 3 m)**, **1/4 inch in 20 ft. (6.4 mm in 6 m)**, or **1/2-inch (13-mm)** maximum.
  - 3. For vertical lines and surfaces, do not vary from plumb by more than **1/4 inch in 10 ft. (6.4 mm in 3 m)**, **3/8 inch in 20 ft. (10 mm in 6 m)**, or **1/2-inch (13-mm)** maximum.
  - 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than **1/8 inch in 10 ft. (3.2 mm in 3 m)**, **1/4 inch in 20 ft. (6.4 mm in 6 m)**, or **1/2-inch (13-mm)** maximum.
  - 5. For lines and surfaces, do not vary from straight by more than **1/4 inch in 10 ft. (6.4 mm in 3 m)**, **3/8 inch in 20 ft. (10 mm in 6 m)**, or **1/2-inch (13-mm)** maximum.
- C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus **1/8 inch (3.2 mm)**, with a maximum thickness limited to **1/2 inch (13 mm)**.
2. For exposed head joints, do not vary from thickness indicated by more than plus or minus **1/8 inch (3.2 mm)**. Do not vary from adjacent bed-joint and head-joint thicknesses by more than **1/8 inch (3.2 mm)**.

### 3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: match existing.

### 3.4 MORTAR BEDDING AND JOINTING

- A. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- B. Lay hollow brick with face shells fully bedded in mortar and with head joints of depth equal to bed joints. At starting course, fully bed entire units, including area under cells.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
  1. For glazed masonry units, use a nonmetallic jointer **3/4 inch (19 mm)** or more in width.

### 3.5 FLASHING RETROFIT AT EXISTING LINTELS

- A. Install drip edge beneath existing membrane flashing at window heads.
- B. Do not remove or disturb existing membrane flashing except as required for installation.
- C. Provide positive slope to exterior.
- D. Do not seal between steel lintel and supporting angles.
- E. Coordinate installation to maintain existing drainage conditions.

### 3.6 REINSTALLATION OF MASONRY

- A. Reset removed brick in original locations where possible.
- B. Match existing coursing and joint alignment.
- C. Tool joints to match existing.
- D. Clean exposed faces immediately after installation.

### 3.7 FLASHING, WEEP HOLES, AND VENTS

- A. General: Install drip edge and weep vents at existing lintel. Coordinate installation of weeps with drip edge to ensure water is discharged to exterior.
- B. Install flashing as follows unless otherwise indicated:

1. Install metal drip edges beneath existing flexible flashing at exterior face of wall, and adhere existing flexible flashing to top of metal drip edge.

C. Install weep holes in veneers in head joints directly above existing lintel at window heads.

1. Use specified weep/cavity vent products or open-head joints to form weep holes.
2. Space weep holes **24 inches (610 mm)** o.c. unless otherwise indicated.

### 3.8 PROTECTION OF EXISTING CONDITIONS

A. Do not introduce sealants or materials that block drainage at lintels.

### 3.9 REPAIRING, POINTING, AND CLEANING

A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
2. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
3. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
4. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
5. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

### 3.10 MASONRY WASTE DISPOSAL

A. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.

1. Do not dispose of masonry waste as fill within **18 inches (457 mm)** of finished grade.

B. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 04 26 13

## SECTION 04 72 00 - CAST STONE MASONRY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Repair, patching and selective replacement of architectural cast stone.

#### 1.2 REFERENCES

- A. ASTM C 270 - Standard Specification for Mortar for Unit Masonry.
- B. ASTM C 1364 - Standard Specification for Architectural Cast Stone.
- C. Cast Stone Institute® Technical Manual (Current Edition).

#### 1.3 DEFINITIONS

- A. Cast Stone - a refined architectural concrete building unit manufactured to simulate natural cut stone, used in Division 04 masonry applications.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show fabrication and installation details for replacement cast stone units. Include dimensions, details of reinforcement and anchorages if any, and indication of finished faces.
- C. Samples for Verification:
  - 1. For each color and texture of cast stone required, 4 inches (100 mm) square matching existing units.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For cast stone manufacturer performing replacement work.
  - 1. Include copies of material test reports, indicating compliance of cast stone with ASTM C1364.

#### 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer experienced in fabrication of architectural cast stone units matching existing profiles, colors, and textures. Manufacturer shall be certified by Cast Stone Institute (CSI).

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Pack, handle, and ship cast stone units in suitable packs or pallets.

1. Lift with wide-belt slings; do not use wire rope or ropes that might cause staining. Move cast stone units if required, using dollies with wood supports.
  2. Store cast stone units on wood skids or pallets with nonstaining, waterproof covers, securely tied. Arrange to distribute weight evenly and to prevent damage to units. Ventilate under covers to prevent condensation.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store mortar aggregates where grading and other required characteristics can be maintained and contamination can be avoided.

## 1.8 PROJECT CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Comply with cold-weather construction requirements in TMS 602.
1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is **40 deg F (4 deg C)** and above and will remain so until cast stone has dried, but no fewer than seven days after completing cleaning.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements in TMS 602.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations for Cast Stone: Obtain replacement units from a single manufacturer capable of matching existing units in color, texture, and profile.
- B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color, from one manufacturer for each cementitious component and from one source or producer for each aggregate.

### 2.2 CAST STONE MATERIALS

- A. General: Comply with ASTM C1364. Match existing cast stone in color, texture, and finish.
- B. Portland Cement: ASTM C150/C150M, Type I or Type III, as required to match existing cast stone color.
- C. Coarse Aggregates: Granite, quartz, or limestone complying with ASTM C33/C33M; gradation and colors required to match existing.
- D. Fine Aggregates: Natural sand or crushed stone complying with ASTM C33/C33M, gradation and colors as required to match existing.
- E. Color Pigment: ASTM C979/C979M, as required to match existing cast stone.
- F. Admixtures:

1. Use only admixtures that are recommended by manufacturer for compatibility with cast stone mix.
2. Air-Entraining Admixture: ASTM C260/C260M. Provide as required for exterior exposure.

G. Reinforcement:

1. As required by manufacturer to meet ASTM C1364 and to safely support unit geometry, spans, and anchorage conditions.

H. Embedded Anchors and Other Inserts: Fabricated from stainless steel complying with ASTM A240/A240M, ASTM A276/A276M, or ASTM A666, Type 316.

## 2.3 CAST STONE UNITS

A. Cast Stone Units: Comply with ASTM C1364.

1. Units are manufactured using the manufacturer's selected method.
2. Replacement trim units matching existing profiles and dimensions.

B. Fabricate units with sharp arris and accurately reproduced details, with indicated texture on all exposed surfaces unless otherwise indicated.

1. Slope exposed horizontal surfaces 1:12 to drain unless otherwise indicated.
2. Provide raised fillets at backs of sills and at ends indicated to be built into jambs.
3. Provide drips on projecting elements unless otherwise indicated.

C. Fabrication Tolerances:

1. Variation in Cross Section: Do not vary from indicated dimensions by more than **1/8 inch (3 mm)**.
2. Variation in Length: Do not vary from indicated dimensions by more than 1/360 of the length of unit or **1/8 inch (3 mm)**, whichever is greater, but in no case by more than **1/4 inch (6 mm)**.
3. Warp, Bow, and Twist: Not to exceed 1/360 of the length of unit or **1/8 inch (3 mm)**, whichever is greater.
4. Location of Grooves, False Joints, Holes, Anchorages, and Similar Features: Do not vary from indicated position by more than **1/8 inch (3 mm)** on formed surfaces of units and **3/8 inch (10 mm)** on unformed surfaces.

D. Cure Units as Follows:

1. Cure units in enclosed, moist curing room at 95 percent relative humidity and temperature of **100 deg F (38 deg C)** for 12 hours or **70 deg F (21 deg C)** for 16 hours.
2. Keep units damp and continue curing to comply with one of the following:
  - a. No fewer than five days at mean daily temperature of **70 deg F (21 deg C)** or above.
  - b. No fewer than seven days at mean daily temperature of **50 deg F (10 deg C)** or above.

E. Acid etch units after curing to remove cement film from surfaces to be exposed to view.

F. Colors and Textures: Match existing units.

## 2.4 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or II, except Type III may be used for cold-weather construction. Provide color or white cement as required to match existing mortar color.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C91/C91M.
- E. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C979/C979M. Use only pigments with a record of satisfactory performance in masonry mortar.
- F. Aggregate for Mortar: ASTM C144.
  - 1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
  - 2. White-Mortar Aggregates: Natural white sand or crushed white stone.
  - 3. Colored Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- G. Water: Potable.

## 2.5 ACCESSORIES

- A. Anchors: Type and size indicated, fabricated from Type 316 stainless steel complying with ASTM A240/A240M, ASTM A276/A276M, or ASTM A666.
- B. Dowels: **1/2-inch- (12-mm-)** diameter round bars, fabricated from Type 316 stainless steel complying with ASTM A240/A240M, ASTM A276/A276M, or ASTM A666.

## 2.6 MORTAR MIXES

- A. Comply with requirements in Section 04 26 13 "Masonry Veneer" for mortar mixes.
  - 1. Do not use calcium chloride in mortar or grout.
  - 2. Use portland cement-lime mortar unless otherwise indicated.
- B. Comply with ASTM C270, Proportion Specification.
  - 1. For setting mortar, use Type N.
  - 2. For pointing mortar, use Type N.
- C. Preblended dry mortar mix complying with ASTM C1714/C1714M and capable of producing mortar strength as indicated in ASTM C270.
  - 1. For setting mortar, use Type N.
  - 2. For pointing mortar, use Type N.

- D. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement product.
  - 1. Pigments do not exceed 10 percent of portland cement by weight.
  - 2. Pigments do not exceed 5 percent of masonry cement or mortar cement by weight.
  - 3. Mix to match Architect's sample.
  - 4. Application: Use pigmented mortar for exposed mortar joints.
- E. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.
  - 1. Mix to match Architect's sample.
  - 2. Application: Use colored-aggregate mortar for exposed mortar joints.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify extent of deterioration and determine units required repair versus replacement, notify architect if different from drawings.
- B. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- C. Verify existing conditions, dimensions, and profiles prior to fabrication of replacement cast stone units.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 SETTING CAST STONE IN MORTAR

- A. Limit work to removal and replacement of existing units, do not disturb adjacent construction beyond what is required for installation.
- B. Set replacement cast stone units as indicated in TMS 604.
- C. Set replacement cast units to match existing coursing, joint width, and alignment.
- D. Set cast stone as indicated on Drawings. Set units accurately in locations indicated, with edges and faces aligned according to established relationships and indicated tolerances.
  - 1. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place.
  - 2. Coordinate installation of cast stone with installation of flashing specified in other Sections.
  - 3. Install anchors as required to secure units in place, coordinated with existing conditions and manufacturer recommendations.
- E. Wet joint surfaces thoroughly before applying mortar or setting in mortar.
- F. Set units in full bed of mortar with full head joints unless otherwise indicated.

1. Set units with joints to match existing unless otherwise indicated.
  2. Fill dowel holes and anchor slots with mortar.
  3. Fill collar joints solid as units are set.
  4. Keep head joints in copings and between other units with exposed horizontal surfaces open to receive sealant.
  5. Keep joints at shelf angles open to receive sealant.
- G. Rake out joints for pointing with mortar to depths of not less than **3/4 inch (19 mm)**. Rake joints to uniform depths with square bottoms and clean sides. Scrub faces of units to remove excess mortar as joints are raked.
- H. Point mortar joints by placing and compacting mortar in layers not greater than **3/8 inch (10 mm)**. Compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
- I. Tool exposed joints slightly concave when thumbprint hard. Use a smooth plastic jointer larger than joint thickness.
- J. Rake out joints for pointing with sealant to depths of not less than **3/4 inch (19 mm)**. Scrub faces of units to remove excess mortar as joints are raked.
- K. Point joints with sealant to comply with applicable requirements in Section 07 92 00 "Joint Sealants."
1. Prime cast stone surfaces to receive sealant and install compressible backer rod in joints before applying sealant unless otherwise indicated.
- L. Provide sealant joints at head joints of copings and other horizontal surfaces; at expansion, control, and pressure-relieving joints; and at locations indicated.
1. Keep joints free of mortar and other rigid materials.
  2. Build in compressible foam-plastic joint fillers where indicated.
  3. Form joint of width indicated, but not less than **3/8 inch (10 mm)**.
  4. Prime cast stone surfaces to receive sealant and install compressible backer rod in joints before applying sealant unless otherwise indicated.
  5. Prepare and apply sealant of type and at locations indicated to comply with applicable requirements in Section 07 92 00 "Joint Sealants."
- 3.3 REMOVE AND REPLACE DAMAGED CAST STONE FRIEZE UNITS
- A. Remove and replace damaged existing cast stone frieze units where indicated. Field verify existing unit dimensions, profile, reveals, joint configuration, color, texture, and finish before fabrication. Provide replacement cast stone units to match adjacent existing cast stone in size, profile, color, texture, finish, and exposed face configuration.
- B. Before removing damaged cast stone units, protect adjacent cast stone, masonry, flashing, aluminum window assemblies, and existing construction to remain. Remove damaged units using methods that avoid damage to adjacent units and concealed flashing or support conditions.
- C. Where, after exposure and evaluation, damage is determined not to be full-depth and the existing unit is sound, stable, and suitable for repair, Architect may accept repair in lieu of replacement. Repair accepted in lieu of replacement shall use manufacturer-approved cast stone

repair mortar and crack-repair materials compatible with existing cast stone. Match adjacent color, texture, profile, and finish.

- D. Notify Architect before proceeding if existing cast stone frieze units are loose, displaced, cracked full-depth, inadequately supported, or if concealed conditions differ from those indicated.

### 3.4 INSTALLATION TOLERANCES

- A. Variation from Plumb: Do not exceed **1/4 inch in 10 ft. (6 mm in 3 m)**, or **1/2 inch (12 mm)** maximum.
- B. Variation from Level: Do not exceed **1/4 inch in 10 ft. (6 mm in 3 m)**, or **1/2 inch (12 mm)** maximum.
- C. Variation in Joint Width: Do not vary joint thickness more than **1/8 inch in 36 inches (3 mm in 900 mm)** or one-fourth of nominal joint width, whichever is less.
- D. Variation in Plane between Adjacent Surfaces (Lipping): Do not vary from flush alignment with adjacent units or adjacent surfaces indicated to be flush with units by more than **1/16 inch (1.5 mm)**, except where variation is due to warpage of units within tolerances specified.

### 3.5 ADJUSTING AND CLEANING

- A. In-Progress Cleaning: Clean cast stone as work progresses.
  - 1. Remove mortar fins and smears before tooling joints.
  - 2. Remove excess sealant immediately, including spills, smears, and spatter.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed cast stone as follows:
  - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  - 2. Test cleaning methods on sample; leave one sample uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of cast stone.
  - 3. Protect adjacent surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
  - 4. Wet surfaces with water before applying cleaners; remove cleaners promptly by rinsing thoroughly with clear water.
  - 5. Clean cast stone in accordance with Cast Stone Institute Technical Bulletin #39.

END OF SECTION 04 72 00

## SECTION 06 10 53 - MISCELLANEOUS ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Wood blocking, furring and nailers and concealed wood framing required for window remediation work.
2. Wood blocking and substrate for interior plastic-laminate-clad window sills.
3. Miscellaneous rough carpentry required for attachment of window assemblies, sill materials, flashing, and adjacent finish repairs

#### 1.2 DEFINITIONS

- A. Boards or Strips: Lumber of less than **2 inches nominal (38 mm actual)** size in least dimension.
- B. Dimension Lumber: Lumber of **2 inches nominal (38 mm actual)** size or greater but less than **5 inches nominal (114 mm actual)** size in least dimension.
- C. Lumber grading agencies, and abbreviations used to reference them, include the following:

#### 1.3 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2018.
- C. AWPA U1 - Use Category System: User Specification for Treated Wood; 2017.
- D. PS 20 - American Softwood Lumber Standard; 2015.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
1. Species, grading, and intended use of lumber proposed for use on Project; by grading agency accredited by ALSC Board of Review. Clearly note requested substitutions that differ from those specified.
  2. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
  3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.
- B. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.

## PART 2 - PRODUCTS

### 2.1 WOOD PRODUCTS

- A. Lumber: Comply with DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.
  - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content:
  - 1. Maximum Moisture Content of Lumber : 19 percent.

### 2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWWPA U1, Use categories as follows, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft (4.0 kg/cu m).
  - 1. UC2: Interior construction not in contact with ground but may be subject to moisture. Include all rough carpentry.
  - 2. UC3B: Exterior construction and concealed exterior-wall blocking, nailers, or wood components subject to wetting but not in contact with ground.
  - 3. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.

D. Application: Treat all rough carpentry unless otherwise indicated.

1. Use UC3B treatment for exterior-wall blocking, nailers, and wood components located in window openings or exterior wall cavities subject to wetting.
2. Use UC2 treatment for interior concealed blocking and substrates not exposed to exterior moisture.

### 2.3 DIMENSION LUMBER FRAMING

A. Sizes: Nominal sizes as indicated on drawings, S4S.

B. Provide mixed southern pine or southern pine; No. 2 grade SPIB with a maximum moisture content of 19 percent for miscellaneous lumber indicated for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Furring.

### 2.4 PLYWOOD

A. Plywood: DOC PS 1, Exterior, C-C Plugged or better, thickness indicated.

B. Preservative-treat plywood where located in window openings or other locations subject to moisture.

### 2.5 FASTENERS

A. General: Fasteners are to be of size and type indicated and comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than **1-1/2 inches (38 mm)** into wood substrate.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or ASTM F2329.

B. Provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M for preservative-treated wood and exterior locations unless stainless steel is indicated.

C. Provide stainless-steel fasteners where fasteners are exposed to weather, in contact with aluminum, or located in wet exterior wall conditions.

D. Nails, Brads, and Staples: ASTM F1667.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Verify existing substrates and dimensions before cutting and installing rough carpentry. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, trim, aluminum window repair work, flashing, and plastic-laminate-clad window sills.
- C. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.10.1, "Fastening Schedule," in ICC's International Building Code (IBC).
  - 2. ICC-ES evaluation report for fastener.
- E. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.
- F. Coordinate rough carpentry with aluminum window repair, flashing, sealants, masonry repair, and plastic-laminate-clad window sill work. Notify Architect where existing substrates are deteriorated, unsound, or unsuitable for attachment before proceeding.

### 3.2 INSTALLATION OF WOOD BLOCKING AND NAILERS

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach wood blocking to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

### 3.3 INSTALLATION OF WOOD FURRING

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.

### 3.4 PROTECTION

- A. Protect Miscellaneous rough carpentry from weather.

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END OF SECTION 06 10 53

## SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Stainless steel through-wall flashing.
  2. Stainless steel sill flashing.
  3. Stainless steel lintel flashing.
  4. Opening flashings at aluminum window assemblies and glazing systems.
  5. Drip flashings and miscellaneous formed sheet metal associated with window replacement and flashing repairs.
  6. Reglets, receivers, and accessories required for complete flashing installation.
- B. Related Requirements:
1. Section 06 10 53 – Misc. Rough Carpentry
  2. Section 04 26 13 – Masonry Veneer.
  3. Section 07 65 26 - Self-Adhering Sheet Flashing.
  4. Section 07 92 00 - Joint Sealants.

#### 1.2 COORDINATION

- A. Coordinate sheet metal flashing installation with:
1. Existing masonry demolition and reconstruction.
  2. Aluminum window removal and replacement sequencing.
  3. Self-adhered flashing installation.
  4. Sealant installation.
  5. Existing steel lintel repairs and repainting.
- B. Coordinate dimensions and profiles with actual field conditions before fabrication.
- C. Verify compatibility between stainless steel flashing, galvanized steel components, adjacent metals, sealants, and self-adhered membranes to avoid galvanic corrosion and material incompatibility.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  2. Review sheet metal flashing observation and repair procedures after flashing installation.

#### 1.4 ACTION SUBMITTALS

- A. Product Data:

1. Sheet metals.
2. Fasteners.
3. Sealants.
4. Reglets and accessories.
5. Self-adhered separation materials where used.

B. Shop Drawings: For sheet metal flashing and trim.

1. Flashing profiles and dimensions.
2. Sill flashing configurations.
3. Lintel flashing details.
4. End dams.
5. Drip edges.
6. Anchorage and fastening methods.
7. Transition conditions between existing and new construction.
8. Coordination with aluminum window framing and masonry openings.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
  2. Protect stored sheet metal flashing and trim from contact with water.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.7 WARRANTY

- A. Special Warranty on Exposed Aluminum Sheet Metal Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows 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 Delta E units when tested in accordance with ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
    - c. Cracking, checking, 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. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces .

### 2.2 SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Isolate dissimilar metals using bituminous coating, separator membrane, or other nonconductive material recommended by manufacturer.
- C. Aluminum Sheet: ASTM B209 (ASTM B209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
  - 1. Minimum Thickness: 0.040 inch unless otherwise indicated.
  - 2. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions for seacoast and severe environments.
  - 3. Color: Match Existing.
  - 4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil (0.013 mm).
- D. Stainless Steel Sheet: ASTM A240/A240M, Type 304, dead soft, fully annealed; with smooth, flat embossed surface.
  - 1. Sill, drip, and lintel flashing:
    - a. Minimum Thickness: 0.0188 inch minimum.
    - b. Form with hemmed exposed edge and drip, profiles as indicated.

2. Finish: ASTM A480/A480M, No. 2B (bright, cold rolled).
  - a. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.

### 2.3 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  1. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
  2. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.
  3. Fasteners for Zinc-Coated (Galvanized) or Aluminum-Zinc Alloy-Coated Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel in accordance with ASTM A153/A153M or ASTM F2329/F2329M.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, 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.
- D. Elastomeric Sealant: ASTM C920, elastomeric polyurethane or silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- G. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- H. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated.

### 2.4 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
  1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
  4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.

5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:
  1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of **1/4 inch in 20 feet (6 mm in 6 m)** on slope and location lines indicated on Drawings and within **1/8-inch (3-mm)** offset of adjoining faces and of alignment of matching profiles.
  2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- C. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- F. Seams:
  1. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.
  2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- G. Do not use graphite pencils to mark metal surfaces.

## 2.5 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing: Fabricate continuous flashing in minimum 96-inch-long sections and in longest practical lengths for installation at masonry cavities, lintels, and similar conditions. Fabricate discontinuous lintel, sill, and similar flashing to extend not less than 6 inches beyond each side of wall openings and form with 2-inch-high end dams.
- B. Opening Flashings: Fabricate head, sill, jamb, and similar flashing at aluminum window openings. Extend flashing not less than 4 inches beyond wall openings unless otherwise indicated. Form head and sill flashing with 2-inch-high end dams.
  1. Form exterior drip edges to project not less than 1/2 inch beyond face of adjacent masonry unless otherwise indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, openings, and conditions affecting installation of sheet metal flashing and trim.
- B. Verify substrates are sound, dry, properly prepared, and ready to receive Work.

- C. Verify air barrier, flashing substrates, blocking, and adjacent construction are properly installed and coordinated.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim in accordance with SMACNA recommendations, approved shop drawings, and manufacturer's written instructions.
- B. Install sheet metal flashing and trim true to line and profile with fully sealed, watertight joints.
- C. Install sheet metal flashing and trim to accommodate thermal movement and to prevent buckling, opening of joints, excessive oil-canning, and stress on fasteners.
- D. Install fasteners, cleats, sealants, separators, and accessories required for complete installation.
- E. Conceal fasteners where possible at exposed architectural sheet metal.
- F. Isolate dissimilar metals and prevent galvanic corrosion where different metals contact each other or where metal contacts pressure-treated wood or cementitious materials.
- G. Install sheet metal flashing and trim to fit substrates and achieve watertight performance.
- H. Do not field cut sheet metal by torch.
- I. Seal joints watertight using sealants compatible with adjacent materials and sheet metal systems.

### 3.3 INSTALLATION OF WALL FLASHINGS

- A. Install wall flashing to intercept and direct penetrating moisture to exterior.
- B. Coordinate flashing installation with aluminum window framing, sealants, self-adhered flashing, and adjacent masonry construction.
- C. Install continuous head, sill, jamb, drip, and similar flashing at aluminum window openings.
- D. Extend opening flashings not less than 4 inches beyond wall openings unless otherwise indicated.
- E. Form exterior drip edges to project not less than 1/2 inch beyond face of adjacent masonry unless otherwise indicated.
- F. Install end dams at flashing terminations and interruptions.

### 3.4 INSTALLATION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of **1/4 inch in 20 feet (6 mm in 6 m)** on slope and location lines indicated on Drawings and within **1/8-inch (3-mm)** offset of adjoining faces and of alignment of matching profiles.

3.5 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.

3.6 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
- C. Maintain sheet metal flashing and trim in clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 07 62 00

## **SECTION 07 65 26 - SELF-ADHERING SHEET FLASHING**

### **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 self-adhering sheet flashing and accessories for:
  - 1. Window head flashing.
  - 2. Window jamb flashing.
  - 3. Window sill flashing.
  - 4. Transition flashing at existing masonry conditions.
  - 5. Flashing repairs associated with selective window replacement and masonry restoration work.
- B. Related Requirements:
  - 1. Section 04 26 13 - Masonry Veneer
  - 2. Section 08 01 51 – Aluminum Window Repair
  - 3. Section 07 92 00 - Joint Sealants.
  - 4. Section 01 73 29 - Cutting and Patching.

#### **1.3 REFERENCES**

- A. ASTM International:
  - 1. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension.
  - 2. ASTM D570 - Standard Test Method for Water Absorption of Plastics.
  - 3. ASTM D1004 - Standard Test Method for Initial Tear Resistance of Plastic Film and Sheeting.
  - 4. ASTM D1876 - Standard Test Method for Peel Resistance of Adhesives.
  - 5. ASTM D1938 - Standard Test Method for Tear Propagation Resistance of Plastic Film and Thin Sheeting by a Single-Tear Method.
  - 6. ASTM D1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
  - 7. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
  - 8. ASTM E154 - Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.

#### **1.4 SUBMITTALS**

- A. Product Data: Submit manufacturer's product literature for flashing membrane, primers, mastics, and accessories.
- B. Shop Drawings: Submit flashing details indicating integration with existing wall assemblies, window systems, weeps, lintels, shelf angles, and adjacent construction.
- C. Samples: Submit 12-inch-long samples of flashing membrane.

D. Manufacturer Instructions: Submit current printed installation instructions.

E. Warranty: Submit manufacturer's standard warranty.

#### 1.5 QUALITY ASSURANCE

A. Installer Qualifications: Installer experienced in self-adhered flashing installation for exterior envelope renovation and masonry flashing applications.

B. Perform work in accordance with manufacturer's published installation requirements and approved project details.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original unopened packaging with labels intact.

B. Protect materials from moisture, direct sunlight, excessive heat, and physical damage.

C. Store materials in accordance with manufacturer's written recommendations.

#### 1.7 WARRANTY

A. Manufacturer's standard material warranty.

B. Warranty Period: Five years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

A. Basis of Design:

1. GCP Applied Technologies; PERM-A-BARRIER Wall Flashing.

B. Acceptable Manufacturers:

1. GCP Applied Technologies; PERM-A-BARRIER Wall Flashing.

2. Henry Company; Blueskin TWF.

3. Or approved equal prior to bid.

#### 2.2 SELF-ADHERING SHEET FLASHING

A. Flexible self-adhering rubberized asphalt sheet flashing consisting of rubberized asphalt integrally bonded to cross-laminated high-density polyethylene film.

B. Thickness: 40 mil minimum.

C. Performance Requirements:

1. Water Vapor Transmission: Maximum 0.05 perms when tested in accordance with ASTM E96, Method B.

2. Water Absorption: Maximum 0.1 percent by weight when tested in accordance with ASTM D570.

3. Puncture Resistance: Minimum 80 lbf when tested in accordance with ASTM E154.

4. Tear Resistance:

- a. ASTM D1004: Minimum 13 lbf.
- b. ASTM D1938: Minimum 9 lbf.
5. Low Temperature Flexibility: Unaffected at minus 45 deg F when tested in accordance with ASTM D1970.
6. Elongation: Minimum 200 percent.
7. Tensile Strength: Minimum 800 psi.

D. Products:

1. GCP Applied Technologies; PERM-A-BARRIER Wall Flashing.
2. Henry Company; Blueskin TWF.
3. Or approved equal prior to bid.

2.3 ACCESSORIES

A. Primer:

1. As recommended by flashing manufacturer for substrate conditions encountered.
2. Basis of Design:
  - a. GCP PERM-A-BARRIER Adhesive Primer.
  - b. GCP PERM-A-BARRIER WB Primer.

B. Termination Mastic and Liquid Flashing:

1. Compatible with flashing membrane and adjacent materials.
2. Basis of Design:
  - a. BITUTHENE Liquid Membrane.
  - b. BITUTHENE Mastic.

C. Stainless-Steel Fasteners: Corrosion-resistant type recommended by flashing manufacturer for substrate conditions.

D. Sealants and Backer Rod: As specified in Section 07 92 00.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and existing conditions for compliance with requirements affecting flashing installation.
- B. Verify substrate surfaces are sound, clean, dry, smooth, and free of materials that would impair adhesion.
- C. Notify Architect of conditions detrimental to proper installation before proceeding.

3.2 PREPARATION

- A. Remove loose mortar, debris, deteriorated sealants, corrosion, incompatible materials, and projecting materials that interfere with flashing installation.
- B. Coordinate selective masonry removal and replacement with flashing installation sequence.
- C. Protect existing flashing and adjacent materials designated to remain.
- D. Prime substrates where required by manufacturer.

### 3.3 INSTALLATION

- A. Install flashing in accordance with manufacturer's written instructions and approved details.
- B. Install flashing continuously at window heads, jambs, and sills to provide positive drainage to exterior.
- C. Fully adhere flashing to substrates without fishmouths, wrinkles, trapped voids, or gaps.
- D. Overlap adjacent flashing sheets minimum 2 inches and roll firmly to ensure full adhesion.
- E. Seal laps, terminations, cuts, penetrations, and discontinuities with compatible liquid membrane or mastic.
- F. Form end dams at flashing terminations and corners to prevent water intrusion.
- G. Coordinate flashing installation with:
  - 1. Existing masonry cavity conditions.
  - 2. Existing lintels and shelf angles.
  - 3. Weeps and drip edges.
  - 4. Existing storefront anchorage.
  - 5. Existing membranes designated to remain.
  - 6. Replacement break-metal flashing.
  - 7. Selective masonry removal and reinstatement.
- H. Extend flashing to direct water to exterior face of wall and maintain continuity of drainage plane.
- I. Install retrofit weeps where indicated.
- J. Do not leave flashing exposed to ultraviolet exposure longer than recommended by manufacturer.
- K. Seal exterior-accessible water-facing steel-to-steel crevices at point-welded and supplemental window support angles with steel crevice detail sealant / liquid flashing. Tool material to bridge crevice and shed water prior to installation of adjacent flashing or window perimeter sealant.

### 3.4 FIELD QUALITY CONTROL

- A. Remove and replace improperly installed or damaged flashing.
- B. Repair punctures and tears using manufacturer's recommended repair procedures and compatible materials.

### 3.5 PROTECTION

- A. Protect installed flashing from damage during remainder of construction operations.
- B. Replace damaged flashing prior to concealment.

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END OF SECTION 07 65 26

## SECTION 07 92 00 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Silicone joint sealants.
2. Nonstaining silicone joint sealants.
3. Silane-modified polymer joint sealants.
4. Latex joint sealants.
5. Joint Sealant backing materials
6. Miscellaneous joint sealant material

##### B. Related Requirements:

1. Section 04 26 13 – Masonry Veneer.
2. Section 07 62 00 - Sheet Metal Flashing and Trim.
3. Section 07 65 26 - Self-Adhering Sheet Flashing.
4. Section 08 01 51 – Aluminum Window Repair.
5. Section 01 73 00 - Execution.

#### 1.2 PREINSTALLATION MEETINGS

##### A. Preinstallation Conference: Conduct conference at Project site .

1. Review sequencing of masonry removal and replacement, flashing installation, window replacement, and sealant installation.
2. Review substrate preparation requirements and compatibility with existing materials.
3. Review coordination between sealants, self-adhered flashing membranes, sheet metal flashings, aluminum framing, and adjacent substrates.

#### 1.3 ACTION SUBMITTALS

##### A. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:

1. Physical characteristics, movement capability, VOC content, hardness, colors, and cure time
2. List of backing materials approved for use with the specific product.
3. Substrates that product is recommended and compatible.
4. Substrates the product is not recommended and incompatible.
5. Joint preparation requirements

#### 1.4 CLOSEOUT SUBMITTALS

##### A. Manufacturers' special warranties.

##### B. Installer's special warranties.

## 1.5 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Ten years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  - 2. Disintegration of joint substrates from causes exceeding design specifications.
  - 3. Mechanical damage caused by individuals, tools, or other outside agents.
  - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 SOURCE LIMITATIONS

- A. Obtain joint sealants from single manufacturer for each sealant type.

### 2.2 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: Match existing construction.
- C. Sealants in contact with porous masonry/stone shall be non-staining per ASTM C1248.

### 2.3 SILICONE JOINT SEALANTS

- A. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT, with uses applicable to substrates indicated.
  - 1. JS-S1: Products: Subject to compliance with requirements, provide one of the following:
    - a. Dow; DOWSIL 795 Silicone Building Sealant.
    - b. Tremco; Spectrem 2 Silicone Sealant.
    - c. Sika; Sikasil WS-295.
    - d. Or equal approved prior to bid.

## 2.4 NONSTAINING JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested in accordance with ASTM C1248.
- B. Silicone or Hybrid Nonstaining Sealant, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT, with uses applicable to substrates indicated.
  - 1. JS-NS1: Products: Subject to compliance with requirements, provide one of the following:
    - a. Pecora; 890 NST.
    - b. Dow; DOWSIL 791 Weatherproofing Sealant.
    - c. Sika; SikaHyflex-290 Masonry.
    - d. Or equal approved prior to bid.

## 2.5 SILANE-MODIFIED POLYMER JOINT SEALANTS

- A. Silane-Modified Polymer, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, silyl-terminated polyether, silyl-terminated polyurethane, or hybrid joint sealant; ASTM C920, Type S unless otherwise approved, Grade NS, Class 50, with uses applicable to substrates indicated.
  - 1. JS-H1: Products: Hybrid, STPE, or silane-modified polymer sealant, subject to compliance with requirements, provide one of the following:
    - a. Sika; SikaHyflex-250 Facade.
    - b. Sika; SikaHyflex-404.
    - c. Pecora; Dynaflex SC.
    - d. Or equal approved prior to bid.

## 2.6 LATEX JOINT SEALANTS

- A. Acrylic Latex (paintable acrylic latex sealant for interior applications): Acrylic latex or siliconized acrylic latex sealant; ASTM C834, Type OP, Grade NF or Grade -18 deg C.
  - 1. JS-A1: Products: Subject to compliance with requirements, provide one of the following:
    - a. Pecora; AC-20+.
    - b. Tremco; Tremflex 834.
    - c. Or equal approved prior to bid.

## 2.7 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F. Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.8 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
    - c. Unglazed surfaces of ceramic tile.

- d. Exterior insulation and finish systems.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
  - a. Metal.
  - b. Glass.
  - c. Porcelain enamel.
  - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses in each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform

beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.
4. Provide flush joint profile when required in accordance with Figure 8B in ASTM C1193.
5. Provide recessed joint configuration of recess depth in accordance with Figure 8C in ASTM C1193.
  - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

### 3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### 3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior Silicone Weatherseal Joints.
  1. JS-S1: Silicone, ASTM C920, Type S, Grade NS, Class 50, with uses applicable to substrates indicated.
    - a. Curtain-wall perimeters.
    - b. Aluminum framing systems.
    - c. Glazing interfaces.
    - d. Exterior metal-to-masonry joints.
    - e. High-exposure weatherseal joints subject to UV and weather.
- B. Joint-Sealant Application: Hybrid/STPE Facade Joints.
  1. JS-H1: Hybrid, STPE, or Silane-Modified Polymer Sealant, ASTM C920, Type S unless otherwise approved, Grade NS, Class 50, with uses applicable to substrates indicated.
    - a. UV-exposed vertical joints in rainscreen assemblies.
    - b. Decorative masonry.
    - c. Architectural precast panels.
    - d. Metal panel transitions.
    - e. Exterior joints where paintability or non-silicone sealant is required.
- C. Joint-Sealant Application: Natural Stone and Porous Masonry Joints.
  1. JS-NS1: Non-Staining Sealant for Natural Stone and Porous Masonry.

- a. Limestone.
  - b. Marble.
  - c. Granite.
  - d. Cast stone.
  - e. Architectural precast.
  - f. Porous masonry substrates.
  - g. Non-staining sealant tested in accordance with ASTM C1248 and approved by sealant manufacturer for the specific stone, precast, cast stone, or porous masonry substrate.
- D. Joint-Sealant Application: Interior Finish Joints.
- 1. JS-A1: Acrylic Latex Sealant, ASTM C834.
    - a. Interior trim joints.
    - b. Wall-to-ceiling transitions.
    - c. Non-rated drywall control joints.
    - d. Casework perimeters.
    - e. Perimeter joints between interior wall surfaces and frames of interior doors, windows, and elevator entrances.

END OF SECTION 07 92 00

## SECTION 08 01 51 - ALUMINUM WINDOW REPAIR

### 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 repair, removal and reinstallation, selective replacement, adjustment, reglazing, refinishing, and related remedial work associated with existing aluminum-framed window assemblies and adjacent interface conditions.
- B. Work includes, but is not limited to, the following:
  - 1. Cleaning aluminum surfaces.
  - 2. Removing and reinstalling existing aluminum window assemblies where required for flashing and substrate corrective work.
  - 3. Repairing existing aluminum windows and trim.
  - 4. Selective replacement of aluminum window assemblies where indicated or where assemblies are unsuitable for reuse.
  - 5. Repairing steel anchors and attachment components uncovered during window removal operations.
  - 6. Reglazing, including glass removal and reinstallation required for fixed-closed conversion of operable sash.
  - 7. Converting operable sash to fixed, non-operable condition where indicated, including removal, reinstallation, or rendering inoperable of existing operable hardware where required.
  - 8. Repairing perimeter sealant joints associated with window work.
  - 9. Coordinating installation with new flashing and water-management systems.
  - 10. Temporary weather protection and security at openings during construction.
  - 11. Repairing damage to adjacent materials resulting from removal operations.
  - 12. Cleaning and protection of completed work.
- C. Existing conditions vary throughout the Project. Work includes selective dismantling, concealed-condition evaluation, and field coordination necessary to complete the Work indicated.
- D. Primary project intent is remediation and restoration of building-envelope continuity while preserving serviceable existing aluminum window assemblies where feasible and consistent with Project requirements.

#### 1.3 RELATED REQUIREMENTS:

- A. Section 01 35 16 "Alteration Project Procedures" for general renovation procedures and temporary protection requirements.
- B. Section 02 41 19 "Selective Demolition" for demolition associated with window removal and adjacent construction.
- C. Section 04 26 13 "Masonry Veneer" for masonry repair and reconstruction adjacent to openings.
- D. Section 07 65 26 "Self-adhering Sheet Flashing" for coordination with adjacent weather-resistive and air-barrier systems.
- E. Section 07 62 00 "Sheet Metal Flashing and Trim" for through-wall flashing, end dams, sill flashing, and related sheet metal work.
- F. Section 07 92 00 "Joint Sealants" for perimeter sealants and glazing-related sealants.
- G. Section 08 80 00 "Glazing" for replacement glazing requirements.
- H. Section 09 90 00 "Painting" for repair and recoating of adjacent painted finishes.

#### 1.4 UNIT PRICES

- A. Work of this Section may be affected by unit prices specified in Section 01 22 00 "Unit Prices."
- B. Unit prices apply to authorized additions to and deletions from the Work as authorized by Change Orders.

#### 1.5 DEFINITIONS

- A. Glazing: Includes glass, glazing clips, glazing tapes, glazing sealants, glazing compounds, setting blocks, spacers, and related glazing accessories.
- B. Window: Includes window frame, sash, hardware, anchors, perimeter sealants, weather stripping, and related accessories unless otherwise indicated by context.
- C. Repair: Removal, replacement, adjustment, refinishing, reinforcement, or stabilization of existing components while retaining serviceable existing construction.
- D. Remove and Reinstall: Removal of existing window assemblies or components for corrective work and reinstallation in original location after completion of adjacent work.
- E. Selective Replacement: Replacement only of assemblies or components determined to be damaged, deteriorated, improperly integrated, nonfunctional, or unsuitable for reuse.
- F. Aluminum Window Component Terminology:
  - 1. Subframe: Steel or aluminum anchorage integrated into surrounding wall construction.
  - 2. Window-Frame Members: Head, jambs, sill, and intermediate framing.
  - 3. Sash Members: Stiles, rails, muntins, and vent framing.

#### 1.6 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
- B. Review methods and procedures related to aluminum window repair and remediation work, including, but not limited to, the following:
  - 1. Existing conditions and concealed-condition assumptions.
  - 2. Window removal sequencing.
  - 3. Temporary weather protection.
  - 4. Existing occupied-building conditions.
  - 5. Temporary security requirements.
  - 6. Flashing integration procedures.
  - 7. Sequencing limitations associated with masonry removal.
  - 8. Repair hierarchy and determination of repairability.
  - 9. Procedures for tagging and storing removed assemblies.
  - 10. Procedures for handling damaged glazing.
  - 11. Coordination with adjacent air-barrier and flashing work.
  - 12. Protection of adjacent finishes and occupied spaces.
  - 13. Repair methods for aluminum framing, anchors, hardware removal or securement, and fixed-closed conversion.
  - 14. Sealant compatibility.
  - 15. Existing impact-resistant assembly continuity requirements.

#### 1.7 SEQUENCING AND SCHEDULING

- A. Perform aluminum window remediation work in the following sequence unless otherwise approved by Architect:
  - 1. Label each window opening with permanent opening-identification number in inconspicuous location.
  - 2. Tag existing window sash, hardware, and removable components with opening-identification numbers.
  - 3. Remove operable sash and removable hardware.
  - 4. Remove existing perimeter sealants and accessories as required for corrective work.
  - 5. Remove window frames where indicated or required for flashing and substrate remediation.
  - 6. Remove sealant residue and debris from adjacent masonry, concrete, and substrate surfaces.
  - 7. Install temporary weather protection and temporary security at openings.
  - 8. Store removed assemblies and components under protected conditions.
  - 9. Sort removed units by condition and repairability.
  - 10. Perform cleaning and corrective work.
  - 11. Coordinate evaluation and indicated treatment of exposed anchors, lintels, and concealed steel.
  - 12. Coordinate installation of flashing, end dams, sill pans, and related water-management components.
  - 13. Reinstall repaired existing assemblies.
  - 14. Install replacement assemblies where indicated.
  - 15. Reglaze assemblies as required.
  - 16. Reinstall, remove, or render inoperable existing hardware as required for fixed-closed conversion.
  - 17. Remove weather stripping and gaskets where required for wet-seal work.

18. Install wet-seal work and perimeter sealants.
  19. Adjust completed assemblies for alignment, fixed-closed securement, weather-tightness, and drainage.
  20. Remove temporary protection.
- B. Coordinate sequencing to minimize exposure of interior spaces to weather.
- C. Do not leave openings exposed during unoccupied periods without temporary weather-tight protection.

#### 1.8 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include recommendations for product application and use.
- B. Shop Drawings:
1. Plans, elevations, sections, and details showing locations and extent of replacement work.
  2. Enlarged details of replacement parts indicating materials, profiles, reinforcing, connections, attachment methods, and finishes.
  3. Field-verified dimensions of replacement work.
  4. Window replacement schedule using same opening designations indicated on Drawings.
  5. Details of temporary weather protection and temporary security.
  6. Details of flashing integration and perimeter sealant conditions.

#### 1.9 INFORMATIONAL SUBMITTALS

- A. Qualification Data for Installer.
- B. Existing-condition assessment reports.
- C. Field reports identifying concealed deterioration or conditions inconsistent with Contract Documents.
- D. Compatibility and adhesion test reports for sealants and coatings where existing substrate conditions are uncertain.
- E. Aluminum Window Repair Program: Submit written description of materials, methods, equipment, sequencing, temporary protection, and repair procedures proposed for aluminum window remediation work.

#### 1.10 QUALITY ASSURANCE

- A. Installer Qualifications: Firm experienced in aluminum window repair, removal and reinstallation, envelope remediation, and renovation work similar in scope and complexity to Project, with minimum five years documented experience.
- B. Repair Specialist Qualifications: Personnel performing aluminum repair work shall be experienced in repair and rehabilitation of existing metal window systems, including reglazing, frame repair, alignment correction, hardware removal or securement, and fixed-closed conversion.
- C. Benchmark Repairs:

1. Prepare benchmark repair at representative opening demonstrating proposed cleaning methods, repair methods, reglazing methods, sealant integration, and finish appearance.
2. Benchmark may include:
  - a. Patch-type repair.
  - b. Member-replacement repair.
  - c. Reglazing.
  - d. Hardware removal, securement, or fixed-closed conversion.
  - e. Sealant installation.
  - f. Flashing integration.
3. Approved benchmark establishes minimum standard for completed Work.
4. Approval of benchmark does not constitute approval of deviations from Contract Documents unless specifically approved in writing.

#### 1.11 FIELD QUALITY CONTROL

- A. Field hose testing may be performed at representative repaired and reinstalled window assemblies, perimeter sealants, flashing transitions, lintel conditions, and adjacent masonry interfaces as selected by Architect. Perform testing at not less than 10 percent of repaired or reinstalled openings, with a minimum of three openings.
- B. Do not perform testing until sealants, flashing, and adjacent repairs are complete.
- C. Correct deficiencies revealed by testing and retest until acceptable performance is achieved.
- D. No uncontrolled water penetration to interior surfaces shall be permitted.

#### 1.12 DELIVERY, STORAGE, AND HANDLING

- A. Protect existing windows and removed components from damage during handling and storage.
- B. Store removed assemblies under cover and protected from moisture, distortion, contamination, and physical damage.
- C. Protect glazing from breakage and edge damage.
- D. Do not stack aluminum framing in contact with masonry, concrete, or dissimilar metals.

#### 1.13 FIELD CONDITIONS

- A. Existing conditions are based on limited visual and non-destructive investigation. Concealed conditions may vary.
- B. Verify field conditions before proceeding with Work.
- C. Notify Architect of concealed deterioration, structural distress, corroded steel, deteriorated substrates, or conditions preventing proper installation.
- D. Maintain weathertight conditions throughout construction.
- E. Coordinate work sequencing to minimize disruption to building occupants.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Reinstalled and replacement assemblies shall maintain continuity of existing impact-resistant and windborne-debris-resistant exterior envelope performance where assemblies remain within regulated exterior wall areas.
- B. Replacement assemblies shall comply with applicable IBC 2021 and IEBC 2021 requirements for wind loading applicable to Project location.
- C. Completed work shall restore continuous water-management performance at repaired openings.

### 2.2 REPLACEMENT WINDOW ASSEMBLIES

- A. Replacement aluminum window assemblies shall match existing in:
  - 1. Size.
  - 2. Configuration.
  - 3. Sightlines.
  - 4. Finish appearance.
  - 5. Glazing type.
  - 6. Performance characteristics.
- B. Basis of Design: Existing impact-rated aluminum window system.
  - 1. Acceptable Manufacturers:
    - a. Kawneer Company, Inc.
    - b. YKK AP America Inc.
    - c. Tubelite Inc.
    - d. or approved equal prior to bid.
  - 2. Replacement assemblies shall be coordinated with existing wall thicknesses, flashing conditions, and adjacent construction.
- C. Fixed Aluminum Louver Panels: Where replacement aluminum window assembly includes a louver panel, provide fixed aluminum louver panel to match existing size, configuration, blade profile, depth, finish, color, and appearance. Provide louver panel complete with frame, anchors, fasteners, sealants, shims, and accessories required for complete installation within replacement aluminum window assembly. Coordinate louver panel with adjacent glazing, metal panels, flashing, drainage paths, and existing wall construction.

### 2.3 ALUMINUM REPAIR MATERIALS

- A. Aluminum Extrusions and Shapes:
  - 1. Match existing profiles and dimensions.
  - 2. Use alloy and temper recommended by manufacturer for application and finish indicated.
- B. Aluminum-Patching Compound:

1. Two-part, metal-filled epoxy resin repair compound intended for aluminum repair applications.
2. Knife-grade formulation suitable for filling depressions, voids, pitting, and nonstructural surface deterioration.

#### 2.4 GLAZING MATERIALS

- A. Glazing materials shall comply with Section 08 80 00 "Glazing."
- B. Replacement glazing shall match existing thickness, appearance, and performance characteristics unless otherwise indicated.
- C. Glazing-stop systems shall be existing, replicated, or modified as required to accommodate replacement glazing and maintain weather resistance.

#### 2.5 MISCELLANEOUS MATERIALS

- A. Sealants: As specified in Section 07 92 00.
- B. Fasteners:
  1. Stainless steel unless otherwise indicated.
  2. Compatible with aluminum framing and adjacent materials.
  3. Isolate dissimilar metals to prevent galvanic corrosion.
- C. Anchors and Accessories:
  1. Stainless steel or hot-dip galvanized steel.
  2. Corrosion resistant and suitable for coastal Louisiana conditions.
- D. Touch-Up Materials:
  1. Manufacturer's standard touch-up materials compatible with existing finishes.
  2. Color to match adjacent finish.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine existing conditions before beginning Work.
- B. Verify:
  1. Existing dimensions.
  2. Existing anchorage conditions.
  3. Existing flashing conditions.
  4. Existing sealant conditions.
  5. Existing substrate conditions.
  6. Existing operational deficiencies.
  7. Existing drainage and weep conditions.

- C. Document conditions inconsistent with Contract Documents.
- D. Proceeding with Work constitutes acceptance of existing conditions visible and accessible at time of installation.

### 3.2 PREPARATION

- A. Protect adjacent materials from damage during removal and repair operations.
- B. Provide temporary weather protection during removal and reinstallation operations.
- C. Protect occupied spaces from dust, debris, and moisture intrusion.
- D. Remove loose paint, debris, dirt, grease, sealant residue, biological growth, and contaminants from aluminum surfaces before repair operations.

### 3.3 GENERAL WINDOW REPAIR REQUIREMENTS

- A. Disturb existing assemblies as minimally as possible while completing required corrective work.
- B. Repair existing aluminum windows in place where feasible unless removal is required for corrective work.
- C. Retain as much serviceable existing material as practical.
- D. Match existing profiles, dimensions, finishes, and visible characteristics where repairs are exposed to view.
- E. Coordinate repair procedures with adjacent flashing and water-management systems.
- F. Do not use abrasive cleaning methods damaging existing finishes unless specifically approved as part of benchmark repair procedures.

### 3.4 REMOVAL AND REINSTALLATION

- A. Remove existing aluminum window assemblies as required to facilitate flashing replacement, substrate repair, and related corrective work.
- B. Label removed assemblies and components for reinstallation in original locations.
- C. Remove sealants, accessories, glazing stops, fasteners, and adjacent materials as necessary to complete corrective work.
- D. Prevent distortion of framing during removal and storage.
- E. Reinstall assemblies plumb, level, square, aligned, and properly integrated with adjacent flashing and weather-resistive systems.
- F. Maintain continuous perimeter weatherproofing.

### 3.5 FIXED-CLOSED CONVERSION OF OPERABLE SASH

- A. Where indicated, remove existing aluminum window assembly, repair frame and sash as required, convert operable sash to fixed, non-operable condition, reglaze as required, and reinstall.
- B. Mechanically secure operable sash in closed position by one of the following methods where indicated. Do not rely on sealant as the means of securement. Match finish of adjacent hardware where exposed.
  - 1. At typical operable sash indicated to be fixed closed, remove operating handle and provide metal plate or compatible hardware-replacement plate fastened to sash and frame to secure sash in closed position.
  - 2. Mechanically secure operable sash in closed position through side members or concealed frame/sash members.
    - a. Remove glass as required to access operable sash, anchorage, and hardware necessary for fixed-closed conversion. Protect glass scheduled for reinstallation from damage.
    - b. Remove existing operable hardware, including hinges, operators, latches, arms, fasteners, and related components, where required for fixed-closed conversion. Where hardware removal would damage existing frame or sash, hardware may remain only if rendered inoperable, secured, and sealed.
- C. Repair abandoned hardware holes, fastener holes, and penetrations with compatible fasteners, plugs, sealant, or manufacturer-approved repair method to provide a weather-tight installation.
- D. Reinstall glass where removed and wet-seal sash-to-frame and glass-to-sash/frame joints. Maintain existing frame weeps and drainage paths.

### 3.6 ALUMINUM WINDOW STRAIGHTENING

- A. Remove glazing, weather stripping, and interfering hardware as required.
- B. Align and straighten sash and frame members to close completely and uniformly.
- C. Mechanically secure operable sash in closed position to be converted to fixed, non-operable condition. Do not rely on sealant as the means of securement. Remove existing operable-sash weather stripping and gaskets at joints to receive wet-seal work.

### 3.7 PATCH-TYPE REPAIRS

- A. Patch aluminum members exhibiting depressions, pitting, nonstructural holes, corrosion damage, cuts, and similar defects.
- B. Remove corrosion down to sound material.
- C. Clean surfaces in accordance with repair-compound manufacturer's written instructions before patching.
- D. Apply aluminum-patching compound in layers as required to completely fill voids.
- E. Finish repaired surfaces smooth, flush, and matching adjacent contours.
- F. Verify repaired conditions do not interfere with alignment, fixed-closed securement, weather-tightness, drainage, or perimeter closure.

### 3.8 MEMBER REPLACEMENT REPAIRS

- A. Replace portions of aluminum framing where deterioration is too extensive for patch-type repair.
- B. Remove deteriorated material to sound substrate.
- C. Fabricate replacement members matching existing size, shape, thickness, profile, and configuration.
- D. Replace entire members or splice replacement material into existing members as required.
- E. Weld, braze, or mechanically fasten replacement material in place using methods compatible with existing fabrication.
- F. Grind repairs smooth and flush with adjacent surfaces where exposed.
- G. Coordinate replacement glazing stops and accessories with glazing system indicated.

### 3.9 STEEL-ANCHOR REPAIR

- A. Examine anchors and embedded steel exposed during removal operations.
- B. Remove corrosion and prepare exposed steel surfaces.
- C. Prime exposed steel immediately after preparation with corrosion-resistant primer.
- D. Notify Architect if corrosion has reduced steel thickness significantly or if anchorage integrity is questionable.

### 3.10 GLAZING

- A. Comply with combined written instructions of glazing manufacturers and glazing-material manufacturers.
- B. Remove cracked, broken, failed, or damaged glazing where indicated, where required for fixed-closed conversion, or where authorized.
- C. Prepare glazing rabbets and glazing-contact surfaces before reglazing.
- D. Prime aluminum glazing surfaces where required for adhesion.
- E. Install glazing with proper clearances, setting blocks, and edge support.
- F. Install glazing stops, clips, tapes, sealants, and accessories required for complete weather-resistant glazing installation.
- G. Install glazing with proper orientation of coatings where applicable.

### 3.11 INSTALLATION OF REPLACEMENT ASSEMBLIES

- A. Install replacement assemblies level, plumb, square, and without distortion.
- B. Anchor securely to supporting construction.

- C. Coordinate installation with adjacent flashing and water-management systems.
- D. Isolate aluminum from incompatible materials and sources of galvanic corrosion.
- E. Install perimeter sealants and backer rods as specified.

### 3.12 ADJUSTMENT

- A. Adjust repaired, reinstalled, and replacement assemblies for alignment, fixed-closed securement where indicated, weather-tightness, perimeter closure, and drainage.
- B. At operable sash indicated to be converted to fixed, non-operable condition, verify sash is mechanically secured in closed position and does not rely on sealant as the means of securement.
- C. Maintain existing frame weeps and drainage paths.

### 3.13 CLEANING AND PROTECTION

- A. Protect aluminum surfaces from contamination during construction.
- B. Remove excess sealants, glazing materials, repair compounds, dirt, and debris from exposed surfaces.
- C. Clean completed assemblies without damaging finishes.
- D. Replace glazing damaged during construction operations.
- E. Protect completed work until Substantial Completion.

### 3.14 ALUMINUM WINDOW REPAIR SCHEDULE

- A. Aluminum Window Type:
  - 1. Remove and reinstall assembly for flashing and substrate corrective work.
  - 2. Repair frame members with patch-type repairs and localized member replacement repairs.
  - 3. Convert operable sash to fixed, non-operable condition where indicated.
  - 4. Remove, reinstall, or render inoperable existing operable hardware where required for fixed-closed conversion.
  - 5. Reglaze where required.
  - 6. Remove weather stripping and gaskets where required for wet-seal work.
  - 7. Adjust assembly for alignment, fixed-closed securement where indicated, weather-tightness, drainage, and perimeter closure.
  - 8. Install new perimeter sealants.

END OF SECTION 08 01 51

Frasch Hall Window Replacement  
McNeese State University  
Lake Charles, Louisiana

Project No. 01-107-24-05; JLBC Item #206  
WBS No.: F.01004596  
Arch Project No.: 2411

## **SECTION 08 80 00 - GLAZING**

### **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 replacement glazing for existing aluminum window assemblies.
- B. Section includes the following replacement glazing types indicated in the Window Panel Legend:
  - 1. IG: Existing 1-inch insulated glass.
  - 2. SG: Existing spandrel glass with 1-inch insulation board attached.
- C. Work of this Section is limited to selective replacement glazing where indicated, where authorized by unit price, or where existing glazing is damaged, unsuitable for reuse, or required to be replaced as part of the Work.
- D. Existing glazing to remain shall be protected during window removal, reinstallation, repair, flashing work, and adjacent construction.
- E. Existing louvers and existing insulated metal panels indicated in the Window Panel Legend are not glazing and are not Work of this Section.

#### **1.3 RELATED REQUIREMENTS**

- A. Section 01 22 00 "Unit Prices" for unit price requirements for aluminum window glazing replacement.
- B. Section 01 35 16 "Alteration Project Procedures" for general renovation procedures and protection of existing construction.
- C. Section 07 92 00 "Joint Sealants" for perimeter sealants and glazing-related sealants.
- D. Section 08 01 51 "Aluminum Window Repair" for removal, reinstallation, repair, and selective replacement of existing aluminum window assemblies, including replacement aluminum window assemblies containing louver panels or insulated metal panels.

#### **1.4 UNIT PRICES**

- A. Work of this Section may be affected by unit prices specified in Section 01 22 00 "Unit Prices."
- B. Unit prices apply to authorized additions to and deletions from the Work as authorized by Change Orders.

#### **1.5 DEFINITIONS**

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, insulating glass units, laminated glass, coated glass, spandrel glass, or other glass products used for the Work.
- B. Glazing: Glass, glazing sealants, glazing gaskets, glazing tapes, glazing compounds, setting blocks, spacers, shims, and related accessories required to install glass in framing systems.

- C. Replacement Glazing: Removal of existing damaged or unsuitable glass and installation of new glass in existing aluminum window framing to match existing type, thickness, performance, and appearance unless otherwise indicated.
- D. Glass Deterioration: Defects that include, but are not limited to, breakage, edge damage, failed insulating glass seals, internal condensation, delamination, coating deterioration, visible distortion inconsistent with adjacent glazing, or conditions that impair performance or appearance.

1.6 ACTION SUBMITTAL

- A. Product Data: For each type of glass product and glazing material.
- B. Glazing Schedule: Indicate locations, existing glazing type, proposed replacement glazing type, thickness, tint, coating, safety glazing designation, insulating glass unit makeup, spandrel glass configuration, and accessories for replacement glazing.
- C. Samples: For replacement glazing where required to demonstrate match to existing tint, reflectance, coating, opacity, or appearance.
  - 1. Submit Samples only where replacement glazing will be exposed adjacent to existing glazing to remain or where requested by Architect.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For glass manufacturer, fabricator, and Installer.
- B. Product Certificates: For glass and glazing products, from manufacturer.
- C. Product Test Reports: For safety glazing, insulating glass units, laminated glass, and impact-resistant glazing where required.
- D. Compatibility and Adhesion Test Reports: For glazing sealants and accessories in contact with existing aluminum framing, glass, coatings, gaskets, setting blocks, spacers, and adjacent sealants.
- E. Field Verification Report: Document existing glass type, thickness, configuration, tint, coating, safety glazing markings, impact-resistance markings where present, spandrel glass configuration, insulation board configuration, and conditions affecting replacement glazing.

1.8 CLOSEOUT SUBMITTALS

- A. Warranties: Manufacturer's special warranties.

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed glazing work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Safety Glazing Labeling: Where safety glazing is required, provide glazing permanently marked or labeled by manufacturer to indicate compliance with safety glazing standards.
- C. Existing Conditions: Verify existing glazing conditions before ordering replacement glazing. Do not rely solely on Drawings for existing glass makeup, thickness, tint, coating, spandrel configuration, insulation-board attachment, or framing pocket dimensions.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver glass and glazing materials in manufacturer's original packaging and with labels intact.
- B. Store glass and glazing materials in accordance with manufacturer's written instructions and in a manner that prevents breakage, edge damage, contamination, moisture exposure, and deterioration.
- C. Protect glass edges from damage. Do not install glass with damaged edges.

#### 1.11 FIELD CONDITIONS

- A. Field Measurements: Verify existing aluminum framing, glass sizes, pocket dimensions, bite, clearances, setting block locations, weep paths, drainage provisions, and spandrel panel conditions before fabrication.
- B. Environmental Limitations: Do not install glazing materials when ambient or substrate conditions are outside limits permitted by glazing material manufacturers.
- C. Temporary Protection: Maintain building in a weathertight condition during glazing removal and replacement.

#### 1.12 WARRANTY

- A. Manufacturer's Special Warranty for Insulating Glass Units: Manufacturer agrees to replace insulating glass units that deteriorate within specified warranty period.
  - 1. Deterioration of insulating glass units includes failure of hermetic seal under normal use that results in obstruction of vision by dust, moisture, or film on interior surfaces of glass.
  - 2. Warranty Period: 10 years from date of Substantial Completion.
- B. Manufacturer's Special Warranty for Laminated Glass: Where laminated glass is provided, manufacturer agrees to replace laminated glass that deteriorates within specified warranty period.
  - 1. Deterioration of laminated glass includes delamination, edge separation, and blemishes exceeding those allowed by referenced standards.
  - 2. Warranty Period: Five years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Glass Manufacturers and Fabricators: Subject to compliance with requirements, provide glass products by one of the following:
  - 1. Guardian Glass.
  - 2. Vitro Architectural Glass.
  - 3. Viracon.
  - 4. Or approved equal prior to bid.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. General: Provide replacement glazing that matches existing glazing in type, thickness, configuration, tint, coating, performance, and appearance unless otherwise indicated.

- B. Safety Glazing: Provide safety glazing where required by authorities having jurisdiction, where indicated, and where existing glazing being replaced is safety glazing.
- C. Impact-Resistant Glazing: Where existing glazing or replacement assembly is required to be impact resistant, provide replacement glazing and glazing accessories that maintain required impact-resistance performance of the assembly.
  - 1. Do not represent replacement glass alone as providing impact-rated assembly performance unless installed in a tested and approved glazing system.
  - 2. Where existing impact-resistant assembly markings or documentation are present, match existing impact-resistant glazing type and installation requirements.
- D. Wind Loads: Provide replacement glazing capable of resisting wind loads required for installed location and framing system without glass breakage, loss of glass from framing, or failure of glazing materials.
- E. Thermal and Visual Match: Replacement glazing shall match adjacent existing glazing to remain to the greatest extent possible, including tint, reflectance, visible light transmittance, low-emissivity coating appearance, insulating glass configuration, spandrel glass appearance, and panel configuration.
- F. Compatibility: Glazing materials shall be compatible with existing aluminum framing, finishes, glass coatings, existing gaskets to remain, sealants, setting blocks, spacers, spandrel coatings, insulation board, adhesives, and adjacent materials.
- G. Weeps and Drainage: Replacement glazing installation shall not block existing frame weeps, internal drainage paths, or sill pan drainage.

### 2.3 GLASS PRODUCTS, GENERAL

- A. Thickness: Match existing glass thickness unless otherwise required for performance, safety, or compatibility with existing framing system.
- B. Glass Type: Match existing glass type unless otherwise indicated or required by authorities having jurisdiction.
- C. Defects: Provide glass free of edge damage, chips, scratches, visible distortion, and defects exceeding limits of referenced standards.
- D. Annealed Float Glass: ASTM C1036, Type I, Class 1, Quality-Q3 unless otherwise required to match existing.
- E. Heat-Treated Float Glass: ASTM C1048, Kind HS or Kind FT as required to match existing or to comply with safety glazing requirements.
- F. Laminated Glass: ASTM C1172, with interlayer type, thickness, color, and performance required to match existing and comply with safety or impact-resistance requirements where applicable.
- G. Coated Glass: ASTM C1376, low-emissivity coating type, location, color, and appearance to match existing where low-emissivity coated glass is present.

### 2.4 INSULATING GLASS UNITS

- A. Insulating Glass Units: Factory-assembled, sealed units complying with ASTM E2190.
- B. Overall Unit Thickness: Match existing insulating glass unit thickness and fit within existing framing system.
- C. Glass Lites: Match existing type, thickness, tint, coating, heat treatment, laminated configuration, and appearance unless otherwise indicated.
- D. Spacer System: Manufacturer's standard spacer system compatible with glass, sealants, coatings, and existing framing system.
- E. Sealant System: Manufacturer's standard hermetically sealed system suitable for exterior glazing.
- F. Low-Emissivity Coating: Provide where required to match existing insulating glass units.
- G. Argon or Air Fill: Match existing where existing fill type can be verified; otherwise provide manufacturer's standard airspace fill compatible with required performance and warranty.

## 2.5 SPANDREL GLASS PANEL ASSEMBLIES

- A. Spandrel Glass: Provide spandrel glass to match existing in thickness, color, coating, opacity, reflectance, appearance, and performance.
- B. Insulation Board: Provide 1-inch insulation board attached to spandrel glass to match existing configuration unless otherwise indicated.
- C. Attachment: Attach insulation board using manufacturer-approved adhesive or attachment method compatible with spandrel glass coating, insulation board, existing aluminum framing, glazing materials, and expected service conditions.
- D. Fabrication: Fabricate replacement spandrel glass panel assemblies to fit existing aluminum framing depth, glazing pockets, stops, gaskets, setting blocks, drainage paths, and adjacent panels.

## 2.6 GLAZING SEALANTS

- A. Glazing Sealants: Comply with Section 07 92 00 "Joint Sealants."
- B. Provide sealants recommended by glass, sealant, and framing manufacturers for glazing applications indicated and compatible with glass, coatings, aluminum framing, gaskets, setting blocks, spacers, spandrel coatings, insulation board, and adjacent sealants.
- C. Color: Match existing adjacent glazing sealant color unless otherwise selected by Architect.

## 2.7 GLAZING GASKETS

- A. Glazing Gaskets: Elastomeric glazing gaskets of size, profile, and material compatible with existing aluminum framing system and replacement glazing.
- B. Provide new gaskets where existing gaskets are removed, damaged, unsuitable for reuse, or required for a complete glazing installation.
- C. Do not patch or splice gaskets except at corners and terminations permitted by framing-system manufacturer or required to match existing conditions.

## 2.8 GLAZING TAPES

- A. Glazing Tapes: Preformed, non-staining, non-migrating, elastomeric glazing tape recommended by tape manufacturer for glazing applications indicated.
- B. Provide thickness and width required to maintain required glass bite, seal, and compatibility with existing framing system.

## 2.9 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standards and recommended by glass and glazing material manufacturers for application indicated.
- B. Setting Blocks: Neoprene, EPDM, silicone, or other compatible elastomeric material with Shore A durometer recommended by glass manufacturer for size and type of glass installed.
- C. Spacers: Elastomeric blocks or continuous extrusions recommended by glass and glazing material manufacturers to maintain glass lites in place for installation indicated.
- D. Shims: Non-corrosive, non-staining, load-bearing shims compatible with glazing materials and existing aluminum framing.
- E. Cleaners, Primers, and Sealant Accessories: Products recommended by glazing material manufacturer for substrates and conditions encountered.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine existing aluminum framing, glazing pockets, stops, gaskets, weeps, drainage paths, sealant contact surfaces, spandrel panel conditions, and adjacent construction before glazing removal and replacement.
- B. Verify dimensions, glass bite, edge clearances, face clearances, pocket depth, glass type, glass thickness, spandrel glass configuration, insulation board configuration, and frame conditions before ordering replacement glazing.
- C. Notify Architect of conditions that prevent proper replacement glazing installation, including damaged framing, inadequate glazing pocket depth, blocked weeps, failed framing joints, excessive corrosion, unsound anchorage, incompatible existing materials, damaged spandrel coatings, missing or unsuitable insulation board, or conditions differing from those indicated.
- D. Proceed with replacement glazing only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Protect existing glazing to remain, adjacent aluminum framing, finishes, masonry, cast stone, interior finishes, and flashing components from damage.
- B. Remove existing broken, damaged, or unsuitable glazing carefully to avoid damage to existing framing and adjacent materials.
- C. Remove glazing stops, gaskets, sealants, setting blocks, spacers, shims, contaminants, and debris as required for replacement glazing installation.

- D. Clean glazing pockets and contact surfaces in accordance with glazing material manufacturer's written instructions.
- E. Prime substrates where recommended by glazing sealant manufacturer.
- F. Do not damage existing frame weeps, internal drainage paths, sill pans, or adjacent flashing.

### 3.3 GLAZING, GENERAL

- A. Comply with manufacturer's written instructions and referenced glazing standards.
- B. Install replacement glazing to match existing installation method where existing method is compatible with current glazing materials, existing framing, and required performance.
- C. Install glass with proper glass bite, edge clearance, face clearance, and setting block support.
- D. Center glass in glazing pockets and maintain uniform clearances.
- E. Install setting blocks at quarter points or as recommended by glass manufacturer and compatible with existing framing system.
- F. Do not allow glass to contact metal framing directly.
- G. Install glazing materials without blocking frame weeps, drainage paths, pressure-equalization paths, or sill pan drainage.
- H. Install glass with coated surfaces oriented as required by glass manufacturer and to match existing adjacent glazing.
- I. Install safety glazing labels so they remain visible after installation where required by authorities having jurisdiction.

### 3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not in a manner that blocks drainage paths or weeps.
- C. Place joints in tapes at corners unless otherwise recommended by manufacturer.

### 3.5 GASKET GLAZING

- A. Install gaskets so they are secure, continuous, and uniformly compressed.
- B. Replace damaged or unsuitable gaskets with new gaskets matching existing profile and compatible with replacement glazing and framing
- C. Seal gasket corners and terminations where recommended by framing-system manufacturer or required to maintain weather resistance.

### 3.6 SEALANT GLAZING

- A. Install glazing sealants in accordance with Section 07 92 00 "Joint Sealants" and sealant manufacturer's written instructions.

- B. Tool exposed sealant joints to provide full contact with glass and framing and to match adjacent existing sealant profile.
- C. Do not apply sealants to wet, dirty, contaminated, incompatible, or improperly prepared surfaces.
- D. Remove excess sealant from glass and framing promptly without damaging glass, coatings, or finishes.

### 3.7 REPLACEMENT GLAZING SCHEDULE

- A. Replacement Glazing Type IG: Existing 1-inch insulated glass.
  - 1. Provide replacement insulating glass units to match existing 1-inch insulated glass in overall thickness, lite thicknesses, airspace, tint, coating, heat treatment, safety glazing designation, performance, and appearance.
  - 2. Verify existing insulating glass unit construction before fabrication.
  - 3. Where existing glass is safety glazing or impact-resistant glazing, provide replacement glazing that maintains required safety or impact-resistance performance.
- B. Replacement Glazing Type SG: Existing spandrel glass with 1-inch insulation board attached.
  - 1. Provide replacement spandrel glass to match existing in thickness, color, coating, opacity, reflectance, appearance, and performance.
  - 2. Provide 1-inch insulation board attached to spandrel glass to match existing configuration unless otherwise indicated.
  - 3. Verify existing spandrel glass and insulation board construction before fabrication.
  - 4. Coordinate replacement spandrel glass and insulation board with existing aluminum framing depth, glazing pocket, stops, gaskets, setting blocks, drainage paths, and adjacent panels.
- C. Existing louvers and existing insulated metal panels indicated in the Window Panel Legend are not glazing and are not Work of this Section.

### 3.8 CLEANING AND PROTECTION

- A. Clean glass and adjacent surfaces after installation. Remove labels, excess glazing materials, and visible contaminants from exposed surfaces.
- B. Do not use cleaning materials or methods that damage glass, coatings, framing finishes, sealants, gaskets, or adjacent materials.
- C. Protect installed glazing from damage during remaining construction.
- D. Replace damaged, cracked, scratched, or otherwise defective glazing.

END OF SECTION 08 80 00

## SECTION 09 90 00 – PAINTING

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Surface preparation and field-applied paints and coatings for the following:
  - 1. Existing exterior ferrous metal lintels, steel angles, and miscellaneous exposed steel associated with window replacement and flashing repairs.
  - 2. Existing aluminum window framing requiring touch-up or refinishing.
  - 3. Interior gypsum board, plaster, ceilings, and trim disturbed by window replacement work.
  - 4. Miscellaneous previously painted surfaces requiring repair and repainting as indicated. Interior paint and coating commercial systems including surface preparation.
  - 5. Exterior paint and coating systems including surface preparation.

#### 1.2 RELATED SECTIONS

- A. Section 07 62 00 “Sheet Metal Flashing and Trim.”
- B. Section 07 92 00 “Joint Sealants.”
- C. Section 08 01 51 “Aluminum Window Repair.”

#### 1.3 REFERENCES

- A. Steel Structures Painting Council (SSPC):
  - 1. SSPC-SP 1 - Solvent Cleaning.
  - 2. SSPC-SP 2 - Hand Tool Cleaning.
  - 3. SSPC-SP 3 - Power Tool Cleaning.
  - 4. SSPC-SP5/NACE No. 1, White Metal Blast Cleaning.
  - 5. SSPC-SP6/NACE No. 3, Commercial Blast Cleaning.
  - 6. SSPC-SP7/NACE No. 4, Brush-Off Blast Cleaning.
  - 7. SSPC-SP10/NACE No. 2, Near-White Blast Cleaning.
  - 8. SSPC-SP11, Power Tool Cleaning to Bare Metal.
  - 9. SSPC-SP12/NACE No. 5, Surface Preparation and Cleaning of Metals by Water jetting Prior to Recoating.
  - 10. SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete.

#### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: For each paint system indicated, including.
  - 1. Product characteristics.
  - 2. Surface preparation instructions and recommendations.
  - 3. Primer requirements and finish specification.
  - 4. Application methods.
  - 5. Cautions for storage, handling and installation.
- C. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's products, colors and sheens available.
- D. Coating Maintenance Manual: Upon conclusion of project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual. Manual shall include an Area

Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used. "

- E. Only submit complying products based on project requirements One must also comply with the regulations regarding VOCs (CARB, OTC, SCAQMD, LADCO). To ensure compliance with district regulations and other rules, businesses that perform coating activities should contact the local district in each area where the coating will be used.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Architect will select from standard products, colors and sheens available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
  - 1. Product name, and type (description).
  - 2. Application and use instructions.
  - 3. Surface preparation.
  - 4. VOC content.
  - 5. Environmental handling.
  - 6. Batch date.
  - 7. Color number.
- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

#### 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

#### 1.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
- B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate.

### PART 2 PRODUCTS

## 2.1 MANUFACTURERS

- A. Sherwin-Williams, which is located at: 101 Prospect Ave. Cleveland, OH 44115; ASD Toll Free Tel: 800-524-5979; Tel: 216-566-2000; Fax: 440-826-1989; Email: request [infospecifications@sherwin.com](mailto:infospecifications@sherwin.com); Web:[www.swspecs.com](http://www.swspecs.com).
- B. PPG Paints: Toll Free Tell: 800-441-9695; Email: [techservicerequests@ppg.com](mailto:techservicerequests@ppg.com); Web: [www.ppgpaints.com](http://www.ppgpaints.com)
- C. Benjamin Moore: Toll Free Tell: 1-855-724-6802, Email: [info@benjaminmoore.com](mailto:info@benjaminmoore.com); Web: [www.benjaminmoore.com](http://www.benjaminmoore.com)
- D. Or equal approved prior to bid.

## 2.2 PAINT MATERIAL- GENERAL

- A. Paints and Coatings:
  - 1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
  - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufactures product instructions for optimal color conformance.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.
- D. Color: As selected by owner and Architect.

## 2.3 INTERIOR PAINT AND COATING COMMERCIAL SYSTEMS

- A. Gypsum Board and Plaster: Repaired Areas at Window Openings, Sills, and Ceilings
  - 1. Primer:
    - a. Sherwin-Williams ProMar 200 Zero VOC Primer, B28W2600.
    - b. PPG Speedhide Zero Interior Latex Primer.
    - c. Benjamin Moore Ultra Spec Primer.
  - 2. Walls Finish:
    - a. Sherwin-Williams ProMar 200 Zero VOC Eg-Shel.
    - b. PPG Speedhide Eggshell.
    - c. Benjamin Moore Ultra Spec Eggshell.
  - 3. Ceilings Finish:
    - a. Sherwin-Williams ProMar 200 Zero VOC Flat.
    - b. PPG Speedhide Flat.
    - c. Benjamin Moore Ultra Spec Flat.
  - 4. Apply one primer coat and two finish coats.
- B. Interior Wood or Composite Trim
  - 1. Primer:
    - a. Sherwin-Williams ProBlock Latex Primer.
    - b. PPG Seal Grip Primer.
    - c. Benjamin Moore Fresh Start Primer.
  - 2. Finish:

- a. Sherwin-Williams Waterbased Alkyd Urethane Enamel Semi-Gloss.
  - b. PPG Break-Through.
  - c. Benjamin Moore Scuff-X Semi-Gloss.
  - d. Apply one primer coat and two finish coats.
- C. Concrete: Common Brick.
- 1. Latex Systems:
    - a. Eg-Shel / Satin Finish:
      - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
      - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series.
      - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series (4 mils wet, 1.7 mils dry per coat).

## 2.4 EXTERIOR PAINT AND COATING SYSTEMS

- A. Ferrous Metal: Existing Steel Lintels, Steel Angles, Steel Plates, and Miscellaneous Exposed Steel
- 1. Primer:
    - a. Sherwin-Williams Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series.
    - b. PPG Pitt-Tech DTM Universal Primer.
    - c. Benjamin Moore Corotech V170 Primer.
  - 2. Finish Coats:
    - a. Sherwin-Williams Pro Industrial DTM Acrylic Semi-Gloss, B66 Series.
    - b. PPG Pitt-Tech Plus DTM Acrylic.
    - c. Benjamin Moore Corotech Command Acrylic Urethane.
  - 3. Apply one primer coat and two finish coats.
- B. Aluminum Window Framing: Existing Aluminum Requiring Repair or Touch-Up
- 1. Primer where required by manufacturer.
  - 2. Finish Coats:
    - a. Sherwin-Williams Pro Industrial DTM Acrylic.
    - b. PPG Break-Through.
    - c. Benjamin Moore Corotech Command.
    - d. Match existing adjacent finish and color.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared; notify Architect of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- C. Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Architect immediately if lead based paints are encountered.

### 3.2 SURFACE PREPARATION

- A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- 1. Prior to attempting to remove mildew, it is recommended to test any cleaner on a small,

- inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions are advised.
2. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply solution and scrub the  
  
mildewed area. Allow solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow surface to dry before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
  3. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
  4. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50 degrees F (10 degrees F) or higher to use low temperature products.
- B. Aluminum: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.
- C. Block (Cinder and Concrete): Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 30 days at 75 degrees F (24 degrees C). The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound.
- D. Concrete, SSPC-SP13 or NACE 6: This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place concrete floors and walls, precast slabs, masonry walls, and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a sound, uniform substrate suitable for the application of protective coating or lining systems.
- E. Cement Composition Siding/Panels: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Pressure clean, if needed, with a minimum of 2100 psi pressure to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments.
- F. Copper and Stainless Steel: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP 2, Hand Tool Cleaning.
- Exterior Composition Board (Hardboard): Some composition boards may exude a waxy material that must be removed with a solvent prior to coating. Whether factory primed or unprimed, exterior composition board siding (hardboard) must be cleaned thoroughly and primed with an alkylid primer.
- G. Drywall - Exterior: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

- H. Drywall - Interior: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting.
- I. Galvanized Metal: Clean per SSPC-SP1 using detergent and water or a degreasing cleaner to remove greases and oils. Apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP16 is necessary to remove these treatments.
- J. Plaster: Must be allowed to dry thoroughly for at least 30 days before painting unless the products are designed to be used in high pH environments. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.
- K. Steel: Structural, Plate, And Similar Items: Should be cleaned by one or more of the surface preparations described below. These methods are used throughout the world for describing methods for cleaning structural steel. Visual standards are available through the Society of Protective Coatings. A brief description of these standards together with numbers by which they can be specified follow.
  - 1. Solvent Cleaning, SSPC-SP1: Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation.
  - 2. Hand Tool Cleaning, SSPC-SP2: Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Beforehand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.  
Power Tool Cleaning, SSPC-SP3: Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.
  - 3. White Metal Blast Cleaning, SSPC-SP5 or NACE 1: A White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
  - 4. Commercial Blast Cleaning, SSPC-SP6 or NACE 3: A Commercial Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
  - 5. Brush-Off Blast Cleaning, SSPC-SP7 or NACE 4: A Brush-Off Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose paint. Tightly adherent mill scale, rust, and paint may remain on the surface. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods.
  - 6. Power Tool Cleaning to Bare Metal, SSPC-SP11: Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is

pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC-SP1, Solvent Cleaning, or other agreed upon methods.

7. Near-White Blast Cleaning, SSPC-SP10 or NACE 2: A Near White Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 5 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
  8. High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials: SSPC-SP12 or NACE 5: This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only without the addition of solid particles in the stream.
  9. Water Blasting, SSPC-SP12/NACE No. 5: Removal of oil grease dirt, loose rust, loose mill scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.
- L. Wood: Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth.

### 3.3 INSTALLATION

- A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.
- B. Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.
- C. Apply coatings using methods recommended by manufacturer.
- D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.
- F. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- G. Inspection: The coated surface must be inspected and approved by the Architect just prior to the application of each coat.

### 3.4 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION 09 90 00

## SECTION 12 36 23.13 - PLASTIC-LAMINATE-CLAD COUNTERTOPS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Plastic-laminate-clad countertops.
  - 2. Accessories.

#### 1.2 ACTION SUBMITTALS

- A. Product Data Submittals: For each product.
- B. Shop Drawings: For plastic-laminate-clad countertops.
  - 1. Include plans, sections, details, and attachments to other work. Detail fabrication and installation, including field joints.
  - 2. Show locations and sizes of cutouts and holes for items installed in plastic-laminate-clad countertops.
- C. Samples: Plastic laminates in each type, color, pattern, and surface finish required in manufacturer's standard size.
- D. Samples for Initial Selection: For plastic laminates.
- E. Samples for Verification: As follows:
  - 1. Plastic Laminates: For each type, color, pattern, and surface finish required, 8 by 10 inches (200 by 250 mm) in size.
  - 2. Wood-Grain Plastic Laminates: For each type, color, pattern, and surface finish required, 12 by 24 inches (300 by 600 mm) in size.

#### 1.3 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- B. Installer Qualifications: Fabricator of products.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver countertops only after casework and supports on which they will be installed have been completed in installation areas.
- B. Store countertops in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

- C. Keep surfaces of countertops covered with protective covering during handling and installation.

## 1.5 FIELD CONDITIONS

- A. Do not deliver or install countertops until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.
- B. Field Measurements: Where countertops are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

## PART 2 - PRODUCTS

### 2.1 PLASTIC-LAMINATE-CLAD COUNTERTOPS

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of plastic-laminate-clad countertops indicated for construction, finishes, installation, and other requirements.
- B. Grade: Custom.
- C. High-pressure decorative Laminate: NEMA LD 3, Grade HGS.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Pionite, a Panolam Industries International, Inc. brand.
    - b. Wilsonart LLC.
    - c. Or equal approved prior to bid.
- D. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
- E. Edge Treatment: 3.0-mm PVC edging.
- F. Core Material: MDF, MDF made with exterior glue.
- G. Core Thickness: **3/4 inch (19 mm)**.
  - 1. Build up countertop thickness to **1-1/2 inches (38 mm)** at front, back, and ends with additional layers of core material laminated to top.
- H. Backer Sheet: Provide plastic-laminate backer sheet, ISO 4586-3, grade to match exposed surface on underside of countertop substrate.
- I. Paper Backing: Provide paper backing on underside of countertop substrate.

## 2.2 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard unless otherwise indicated.
- B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of countertop and quality grade specified unless otherwise indicated.
  - 1. MDF: Medium-density fiberboard, ANSI A208.2, Grade, 130.
  - 2. Softwood Plywood: DOC PS 1.

## 2.3 MISCELLANEOUS MATERIALS

- A. Adhesive for Bonding Plastic Laminate: as selected by fabricator to comply with requirements.
  - 1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

## 2.4 FABRICATION

- A. Fabricate countertops to dimensions, profiles, and details indicated. Provide front and end overhang of **1 inch (25 mm)** over base cabinets. Ease edges to radius indicated for the following:
- B. Complete fabrication, including assembly, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Before installation, condition countertops to average prevailing humidity conditions in installation areas.
- B. Before installing countertops, examine shop-fabricated work for completion and complete work as required, including removal of packing.

### 3.2 INSTALLATION

- A. Grade: Install countertops to comply with same grade as item to be installed.
- B. Assemble countertops and complete fabrication at Project site to the extent that it was not completed in the shop.
  - 1. Provide cutouts for appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately, and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
  - 2. Seal edges of cutouts by saturating with varnish.
- C. Field Jointing: Where possible, make in the same manner as shop jointing, using dowels, splines, adhesives, and fasteners recommended by manufacturer. Prepare edges to be joined in shop so Project-

site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.

1. Secure field joints in countertops with concealed clamping devices located within **6 inches (150 mm)** of front and back edges and at intervals not exceeding **24 inches (600 mm)**. Tighten in accordance with manufacturer's written instructions to exert a constant, heavy-clamping pressure at joints.
- D. Scribe and cut countertops to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Countertop Installation: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.
1. Install countertops level and true in line. Use concealed shims as required to maintain not more than a **1/8-inch-in-96-inches (3-mm-in-2400-mm)** variation from a straight, level plane.
  2. Secure backsplashes to walls with adhesive.
  3. Seal joints between countertop and backsplash, if any, and joints where countertop and backsplash abut walls with mildew-resistant silicone sealant or another permanently elastic sealing compound recommended by countertop material manufacturer.

### 3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective countertops, where possible, to eliminate functional and visual defects. Where not possible to repair replace countertops. Adjust joinery for uniform appearance.
- B. Clean countertops on exposed and semi-posed surfaces.
- C. Protection: Provide Kraft paper or other suitable covering over countertop surfaces, taped to underside of countertop at a minimum of **48 inches (1220 mm)** o.c. Remove protection at Substantial Completion.

END OF SECTION 12 36 23.13