



Brossett
Architect

PROJECT DESIGN TEAM:

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Project Manual

March 2, 2026

Beauregard Library Renovations
205 S. Washington Street
DeRidder, Louisiana 70634
Project No. 25019BA

Beauregard Parish Police Jury
201 W 2nd Street
Deridder, LA 70634

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Brossett Architect

The following specification sections have been prepared by Brossett Architect LLC by or under the direct supervision of David Brossett, AIA

Specification sections

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ADVERTISEMENT FOR BIDS
BEAUREGARD PARISH POLICE JURY
BEAUREGARD LIBRARY RENOVATIONS
205 S. Washington Street
Deridder, LOUISIANA 70634

Sealed bids from Contractors will be received by Beauregard Parish Police Jury, Attn: Damon Cooley, 201 W. 2nd Street, DeRidder, Louisiana 70634, on Wednesday, April 22, 2026 at 3:30 p.m. CST for all labor, materials, and equipment required to fully complete the Project entitled "Beauregard Library Renovations. Bids will be publicly opened and read aloud shortly after the time and at the place stated above.

Complete Bid Documents for this Project are available in electronic form. They may be obtained from Central Bidding / Central Auction House at <https://www.centralauctionhouse.com> or the Architect. Printed copies are not available from the Architect, but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Architect at:

Brossett Architect, LLC
414 Pujo Street
Lake Charles, Louisiana 70601
PHONE: (337) 439-8400

Bids shall be accepted only from Contractors who are licensed by the State of Louisiana for the classification of Building Construction. No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of La.R.S. 38:2214.

A PRE-BID CONFERENCE WILL BE HELD
at 3:30 p.m. CST on April 8, 2026 at the
Beauregard Parish Library, 205 S. Washington Avenue, DeRidder, Louisiana 70634

Each bid will be accompanied by a certified check, cashier's check or Bid Bond payable to the Beauregard Parish Police Jury, the amount of which shall be 5 percent (5%) of the proposed base bid plus all alternates. Money orders will not be accepted. This shall be given as guarantee that the Bidder will execute the Contract, if it is awarded to him, in conformity with the Contract Documents. If Bid Bond is used, it shall meet the requirements according to R.S. 38:2218.

The Owner reserves the right to reject any and all bids for just cause. In accordance with LA R.S. 38:2212 (A)(1)(b), the provisions and requirements of this section and the Bid Form shall not be considered as informalities and shall not be waived by any public entity.

Contract, if awarded, will be on a single lump sum basis to Bidders licensed under the provisions of Contractor's Licensing Law of the State of Louisiana. If the Bidder is notified of the acceptance of the bid within forty-five (45) days of the opening of bids, he agrees to execute a Contract for the Work accepted, in the Standard Form of AIA Contract Document A-101, within ten (10) days after receipt of written notice from the Owner that the instrument is ready for signature, and that he will complete the Work within One hundred Ninety One (191) calendar days following a written Notice to Proceed.

The Contractor will be subject to reimburse to the Owner stipulated damages of Five Hundred Dollars (\$500.00) per calendar day for each calendar day that completion is delayed beyond the adjusted Contract Time.

The successful Bidder shall be required to furnish a Performance and Payment Bond in an amount equal to 100 percent (100%) of the Contract sum in accordance with Section 11.4 of the General and

Supplementary Conditions.

The successful Bidder must obtain Contract Documents for construction of the Project from the Architect.

All bids must be received on or before the time specified and must be plainly marked on the outside of the envelope:

Bid for "Beauregard Library Renovations"
BEAUREGARD PARISH POLICE JURY
ATTN: Damon Cooley
201 W. 2ND STREET
DERIDDER, LOUISIANA 70634

1st Bid Advertisement – 03/27/2026

2nd Bid Advertisement – 04/02/2026

3rd Bid Advertisement – 04/10/2026

INSTRUCTIONS TO BIDDERS

ARTICLE I

Definitions

- 1.1 The bidding documents include the following:
 - Advertisement for Bids
 - Instructions to Bidders
 - Scope of Work
 - Louisiana Uniform Public Work Bid Form
 - Bid Bond
 - Non-Collusion Affidavit of Prime Bidder
 - Affidavit (R.S. 38:2224 2190 2290-2296)
 - Attestation Form (R.S. 38:2227)
 - Affidavit Form (R.S.38:2212.10)
 - General Conditions of the Contract for Construction,
AIA Document A201-2017
 - Supplementary Conditions
 - AIA A101 Owner Contractor Agreement
 - Performance and Payment Bond Form
 - Change Order Form
 - Recommendation of Acceptance Form
 - Beneficial Occupancy Form
 - Special Provisions
 - Specifications
 - Drawings
 - Addenda issued during bid period and acknowledged in Bid Form
- 1.1.1 Forms turned in with the bid. The Louisiana Uniform Public Work Bid Form, Bid Bond Form, and a Corporate Resolution or written evidence of the authority of the person signing the bid are the only forms that are turned in by the date and time specified.
- 1.1.2 Forms turned in within ten (10) days after the bid opening. The Non-Collusion Affidavit of Prime Bidder, the Affidavit (LSA – R.S. 38:2224 2190 2290-2296), Attestation Form (R.S. 38:2227), Affidavit Form (R.S. 38:2212.10), and the Roofing Manufacturing Warranty and Approved Applicator Letter (if applicable). These forms can be sent to the Project Architect, on behalf of the Beauregard Parish Police Jury.
- 1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201-2017, or in other Contract Documents are applicable to the Bidding Documents.

INSTRUCTIONS TO BIDDERS

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- 1.3 Addenda are written on graphic instruments issued by the Architect prior to the opening of bids which modify or interpret the bidding documents by additions, deletions, clarifications, corrections, and prior approvals.
- 1.4 A Bid is a complete and properly signed bid to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.
- 1.5 Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described as the Base, to which work may be added for sums stated in Alternate Bids.
- 1.6 An Alternate Bid (or Alternate) is an item on the bid form that may either increase or decrease the quantity of work or change the type of work within the scope of the project, material, or equipment specified in the bidding documents or both.
- 1.7 A Unit Price Form shall be used if the contract includes unit prices and will be made a part of the bid documents, if applicable.
- 1.8 A Bidder is one who submits a bid for a prime contract with the Calcasieu Parish Police Jury/Owner for the work described in the proposed contract documents.
- 1.9 A Sub-Bidder or Subcontractor is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.
- 1.10 Where the word "Architect" is used in any of the Documents, it shall refer to the Prime Designer of the project, an Architect or Engineer.
- 1.11 The executed Contract between the parties shall include all plans, specifications, instructions, general conditions, any addenda issued, and the proposal, including alternates, unit prices, and allowances (if applicable) of the bid.

ARTICLE II

Bidder's Representation

- 2.1 Each Bidder by making his bid represents that:
 - 2.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.
 - 2.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

INSTRUCTIONS TO BIDDERS

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- 2.1.3 His bid is based upon the materials, systems, and equipment described in the Bidding Documents as advertised and as modified by Addenda.
- 2.2 The Bidder must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150 et.seq. will be considered, if applicable. The Contractor shall be responsible for determining that all of his Sub-Bidders or prospective Subcontractors are duly licensed in accordance with law.

ARTICLE III

Bidding Documents

3.1 Copies

- 3.1.1 Bidding Documents may be obtained from the Architect for a deposit as stated in the Advertisement for Bids.
- 3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the Beauregard Parish Police Jury nor the Architect assumes any responsibility for errors of misinterpretation resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 In accordance with LSA—R.S. 38:2212 E., Public entities shall provide, as an additional bidding option, a uniform and secure electronic interactive system for the submittal of bids for public works requiring competitive bidding. The Beauregard Parish Police Jury has implemented the procedures related to this requirement that electronic bidding be an option for Contractors to submit bids on all Beauregard Parish Police Jury projects.
- 3.1.4 The Beauregard Parish Police Jury or Architect, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

3.2 Interpretation or correction of Bidding Documents.

- 3.2.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- 3.2.2 Bidders, requiring clarification or interpretation of Bidding Documents, shall make a written request to the Architect to reach him at least seven (7) days prior to the date of receipt of bids.

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3.2.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections or changes.

3.3 Substitutions

3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

3.3.2 Substitution prior approvals are not required, but recommended. If a potential supplier wishes to submit for prior approval on a particular product other than the product specified in the Contract Documents, he shall do so no later than seven (7) working days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data, and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Architect's decision of approval or disapproval of a proposed substitution shall be final. The Contractor shall ensure that the products used in preparation of his bid to be on this project, are equivalent to that specified in appearance, performance, size, installation type, and shape. Any material found to not be equivalent to that specified will be rejected.

3.3.3 If the Architect approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.4 Addenda

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of Bidding Documents and will be uploaded on the electronic bidding site.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening bids, excluding Saturdays, Sundays, and any other legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the seventy-two (72) hour period prior

INSTRUCTIONS TO BIDDERS

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to the advertised time for the opening of bids, then the opening of bids shall be extended for at least seven (7) but not more than twenty-one (21) working days, without the requirement of re-advertising.

- 3.4.4 Each Bidder shall ascertain from the Architect prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt on the Bid Form.

ARTICLE IV

Bidding Procedures

- 4.1 Form and Style of Bids.

- 4.1.1 Bids shall be submitted on the forms provided by the Architect.

- 4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink or electronically, if requested.

- 4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

- 4.1.4 Any interlineations, alteration or erasure must be initialed by the signer of the Bid or his authorized representative.

- 4.1.5 Bidders are cautioned to complete all Alternates or Unit Prices should such be required in the Bid Form. Failure to submit alternate prices will render the bid informal and may cause its rejection.

- 4.1.6 Bidder shall make no additional stipulation on this Bid Form nor qualify his Bid in any other manner.

- 4.1.7 The bidding documents shall only require the following information at the time designated in the advertisement for bid opening: Bid Security or Bid Bond, Acknowledgment of Addenda, Base Bid, Alternates, Signature of Bidder, Name, Title, and Address of Bidder, Name of Firm or Joint Venture, Corporate Resolution or written evidence of the authority of the person signing the bid and Louisiana Contractors License Number, and unit price information on public works projects where required. Written evidence of authority of the person signing the bid for public works shall be submitted at the time of bidding. Written evidence of authority and all supporting documents detailed in R.S. 38:2212 (5).

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4.1.8 On any Bid in excess of Fifty Thousand Dollars (\$50,000), the Contractor shall certify that he is licensed under R.S. 37:2150-2163 and show his license number on the Bid above his signature of his duly authorized representative as well as on the outside of the Bid envelope.

4.2 Bid Security

4.2.1 All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of certified check or cashier's check drawn on a bank insured by the FDIC, or a Beauregard Parish Police Jury Bid Bond Form contained in the bidding documents, which shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded, perform the work according to the terms of his bid, enter into the Contract and furnish the Performance and Payment Bonds as required by these Contract Documents, within fifteen (15) days after written notice that the Contract is ready for signature.

Should the Awarded Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Beauregard Parish Police Jury as stipulated damages, not as penalty.

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

4.3 Submission of Bids

4.3.1 Electronic Submission. In accordance with LSA—R.S. 38:2212 E., Public entities shall provide, as an additional bidding option, a uniform and secure electronic interactive system for the submittal of bids for public works requiring competitive bidding. The Beauregard Parish Police Jury has implemented the procedures related to this requirement that electronic bidding be an option for Contractors to submit bids on all Beauregard Parish Police Jury projects.

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- 4.3.2 Bids shall be sealed in an opaque envelope and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to Beauregard Parish Police Jury at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by U. S. Mail, or express delivery, shall disqualify the bid. The bid envelope shall be identified on the outside with the name of project, and name, address, and license number of the Bidder.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to 201 W 2nd Street, Deridder, LA 70634.

Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or an extension thereof made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened.

Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

Oral, telephonic, or telegraphic bids or modifications to bids, with the exception of the electronic procedures provided for herein, are invalid and will not receive consideration. The Beauregard Parish Police Jury will not consider notation written on outside of Bid Envelope which has the effect of amending the Bid.

4.4 Modification or Withdrawal of Bid

- 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with LSA—R.S. 38:2214 C., which states, in part, Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Contractor, if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight (48) hours of the bid opening excluding Saturdays, Sundays, and legal holidays.
- 4.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

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- 4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE V

Consideration of Bids

5.1 Opening of Bids

- 5.1.1 The properly identified bids received on time will be opened publicly and read aloud, and a tabulation abstract of the amounts of the Base Bid and any Alternates and/or unit prices, if applicable, will be made available to Bidders.

5.2 Rejection of Bids

- 5.2.1 The Beauregard Parish Police Jury reserves the right to reject any and all bids for just cause as permitted by LA R.S. 38:2214 (B). The ability of an entity to reject any bid is applicable only when administered in accordance with the Public Bid Law. In accordance with LSA—R.S. 38:2212 B.(1), the provisions and requirements of this Section and those stated in the bid documents shall not be waived by any entity. The Beauregard Parish Police Jury shall have the right to reject any or all bids and in particular to reject a Bid not accompanied by any required bid security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

5.3 Acceptance of Bid

- 5.3.1 Determination of the low bidder shall be on the basis of the sum of the Base Bid and Alternates accepted. The Beauregard Parish Police Jury reserves the right to accept Alternates in any order, which does not affect determination of the lower Bidder.
- 5.3.2 It is the intent of the Beauregard Parish Police Jury to award a contract to the lowest responsible Bidder in accordance with the requirements of the Bidding Documents, and if the bid does not exceed the funds available.

ARTICLE VI

Post Bid Information

- 6.1 Forms required within ten (10) days after the bid opening.

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- 6.1.1 See enclosed Non-Collusion Affidavit of Prime Bidder. The apparent low bidder shall execute the Non-Collusion Affidavit of Prime Bidder, and it must be submitted to the Beauregard Parish Police Jury, or the Project Architect, on behalf of the Beauregard Parish Police Jury, within ten (10) days after the bid opening.
- 6.1.2 See enclosed Affidavit (RS 38:2224, 2190, 2290-2296). The apparent low bidder shall execute an affidavit, in accordance with LSA—R.S. 38:2290-2296 as amended, to the effect that he has not entered in to a collusive agreement with any other person, firm or corporation in regard to any bid submitted to the Beauregard Parish Police Jury, or the Project Architect, on behalf of the Beauregard Parish Police Jury, within ten (10) days after the bid opening.
- 6.1.3 See enclosed Attestation Form (R.S.38:2227). The apparent low bidder shall execute an attestation, in accordance with LSA—R.S. 38:2227 to the effect that he has have past criminal convictions and it must be submitted to the Beauregard Parish Police Jury, or the Project Architect, on behalf of the Beauregard Parish Police Jury, within ten (10) days after the bid opening.
- 6.1.4 See enclosed Affidavit Form (RS 38:2222.10). The apparent low bidder shall execute an affidavit, in accordance with LSA—R.S. 38:2222.10 (C). that he is registered and participates in a status verification system, that he shall continue during the term of the contract, and shall require all Subcontractors to submit a sworn affidavit verifying compliance. This form must be submitted to the Beauregard Parish Police Jury, or the Project Architect, on behalf of the Beauregard Parish Police Jury, within ten (10) days after the bid opening.
- 6.2 At the preconstruction conference, the Contractor shall submit the following information to the Architect:
 - 6.2.1 A breakdown of the contract cost into divisions of the C.S.I (a schedule of values). No payments will be made to the Contractor until this is received.

ARTICLE VII

Performance and Payment Bonds

- 7.1 Bonds Required
 - 7.1.1 The successful bidder shall be required to furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract amount, which shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest

INSTRUCTIONS TO BIDDERS

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printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents.

7.2 Time of Delivery and Form of Bond

7.2.2 Bond shall be in the form furnished by the Beauregard Parish Police Jury, entitled Performance and Payment Bond, a copy of which is included in the Bidding Documents.

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

ARTICLE VIII

Contract

8.1 Form to be Used

8.1.1 Form of the Contract to be used shall be furnished by the Beauregard Parish Police Jury, a copy of which is bound in the Bidding Documents.

8.2 Award

8.2.1 Before award of the contract, the successful Bidders shall furnish to the Beauregard Parish Police Jury a certified copy of the minutes of the corporation of partnership meeting which authorized the party executing the Bid to sign on behalf of the Contractor.

ARTICLE IX

Insurance Requirements

SEE ATTACHED INSURANCE REQUIREMENTS

ARTICLE X

Completion Time & Stipulated Damages

The completion of the Contract must be within the time stated in the Special Provisions section included in these bid documents, subject to such extensions as may be granted under AIA Document A201-2017, Paragraph 8.3, Delays and Extensions of Time in the General Conditions and the Supplementary Conditions, or the Contractor will be

INSTRUCTIONS TO BIDDERS

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subject to pay to the Beauregard Parish Police Jury, Stipulated Damages in the amount as stated in the Special Provisions section included in these bid documents and the executed contract between the Beauregard Parish Police Jury and the Contractor.

ARTICLE XI

Pre-Bid Conference

- 11.1 If deemed necessary, a pre-bid conference may be held at least ten (10) days before the date for receipt of bids. The Architect shall coordinate the setting of the date, time, and place for the pre-bid conference as stated in the advertisement and should invite the Beauregard Parish Police Jury and all who have received sets of the Bidding Documents to attend. The purpose of the pre-bid conference is to familiarize Bidders with the requirements of the Project and the intent of the Contract Documents, and to receive comments and information from interested Bidders.
- 11.2 Any revision of the Bidding Documents, made as a result of the pre-bid conference, shall not be valid unless included in an Addendum issued in accordance with Paragraph 3.4 of the Instructions to Bidders.

ARTICLE XII

Local Preference

- 12.1 The Beauregard Parish Police Jury encouraging General Contractors and Subcontractors domiciled in Beauregard Parish to participate in this project, and further, expressing the preference of the Beauregard Parish Police Jury that such Beauregard Parish businesses obtain the work through the bid process.

ARTICLE XIII

Dismissal of Contractor's Employee

- 16.1 At the request of the Beauregard Parish Police Jury, the Contractor shall remove from the Beauregard Parish Police Jury's project, any employee of the Contractor or Subcontractor. Any work of the Contractor may be suspended until such removal has occurred. The Contractor shall indemnify the Beauregard Parish Police Jury against any claims arising from the removal of any such employee from the Beauregard Parish Police Jury's project.

SCOPE OF WORK

This project includes a new carpet and base at the existing library. The existing furniture and shelving is to be removed and put back as needed for the work noted in the project.

Alternate 1 consists of repair and painting of walls and ceilings where noted on the drawings. Remove all existing wall paper where applicable before painting walls.

This project has a construction time of 90 calendar days.

This project has stipulated damages of \$500.00 per calendar day.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: BEAUREGARD PARISH POLICE JURY
ATTN: Damon Cooley
201 W. 2ND STREET
DERIDDER, LOUISIANA 70634

BID FOR: BEAUREGARD LIBRARY RENOVATIONS
205 S. WASHINGTON STREET
DERIDDER, LOUISIANA 70634

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

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

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

_____ Dollars (\$ _____)

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

Alternate No. 1 Paint walls and ceilings per drawings for the lump sum of:

_____ Dollars (\$ N/A _____)

Alternate No. 2 **NOT USED** for the lump sum of:

_____ Dollars (\$ N/A _____)

Alternate No. 3 **NOT USED** for the lump sum of:

_____ Dollars (\$ N/A _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5) shall be attached to and made a part of this bid.

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

BID BOND
FOR
Beauregard Library Renovations

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the Beauregard Parish Police Jury (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

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

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

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

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT (SEAL)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF LOUISIANA
PARISH OF BEAUREGARD

_____, being first duly sworn, deposed and says that

(1) He is _____ of _____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparations and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the BEAUREGARD PARISH POLICE JURY, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Company Name: _____

By: _____

Title

SUBSCRIBED AND SWORN TO BEFORE ME, NOTARY PUBLIC, on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

THIS FORM MUST BE SUBMITTED TO THE OWNER, OR THE PROJECT ARCHITECT/ENGINEER, ON BEHALF OF THE OWNER, WITHIN TEN (10) DAYS AFTER THE BID OPENING.

AFFIDAVIT (RS 38:2224, 2190, 2290-2296)

BEAUREGARD PARISH POLICE JURY

PROJECT NO.: 25019BA

NAME: Beauregard Library Renovations

LOCATION: 205 S. Washington Street, Deridder, LA 70634

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

PART I

Section 2224 of Part I of Chapter 10 of Title 38
of the LA. Revised Statutes of 1950 as amended.

- (1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
- (2) That no part of the contract price received by affiant as paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

PART II

Section 2190 of the Part I of Chapter 10 of Title 38
of the LA. Revised Statutes of 1950 as amended.

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

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

AFFIDAVIT (RS 38:2224, 2190, 2290-2296)

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

PART III

That affiant does hereby state that he has read and agrees to comply with and be subject to the provisions of Part V of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, being Sections 2290 through 2296 of Title 38 as amended.

SWORN TO AND SUBSCRIBED before me on this ____ day of _____,
20____.

NOTARY PUBLIC

THIS FORM MUST BE SUBMITTED TO THE OWNER, OR THE PROJECT ARCHITECT/ENGINEER, ON BEHALF OF THE OWNER, WITHIN TEN (10) DAYS AFTER THE BID OPENING.

ATTESTATION FORM
(R.S. 38:2227)
(Past Criminal Convictions of Bidders)

Beauregard Library Renovations

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

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

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

- | | |
|---------------------------------------|------------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:230) |

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

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER**

<p>THIS FORM MUST BE SUBMITTED TO THE OWNER, OR THE PROJECT ARCHITECT/ENGINEER, ON BEHALF OF THE OWNER, WITHIN TEN (10) DAYS AFTER THE BID OPENING.</p>

AFFIDAVIT FORM
(R.S. 38:2212.10(C))
(Verification of Employees E-Verify)

Beauregard Library Renovations

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

LA. R.S. 38:2212.10 Verification of Employees (E-Verify)

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER**

WITNESS

WITNESS

NOTARY PUBLIC

<p>THIS FORM MUST BE SUBMITTED TO THE OWNER, OR THE PROJECT ARCHITECT/ENGINEER, ON BEHALF OF THE OWNER, WITHIN TEN (10) DAYS AFTER THE BID OPENING.</p>

DRAFT AIA® Document A101™ - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Beaugard Parish Police Jury»«»
«201 W 2nd Street
Deridder, LA 70632»
« »
« »

and the Contractor:
(Name, legal status, address and other information)

«»
«»

for the following Project:
(Name, location and detailed description)

«Beaugard Library Renovations »
«205 S. Washington Street, Deridder, LA 70634»
«New modular library building and parking»

The Architect:
(Name, legal status, address and other information)

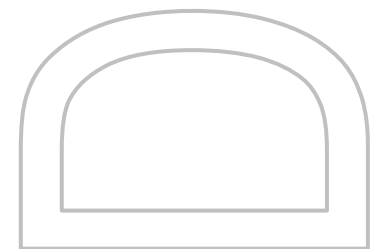
«Brossett Architect, LLC»«»
«414 Pujó Street
Lake Charles, LA 70601»
«Telephone Number: (337)439-8400»
«»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ «»), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

« 0 » % «Zero»

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

<< >>

§ 8.7 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

<< >>

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[<< >>] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

<< >>

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«»«»

(Printed name and title)

CONTRACTOR (Signature)

« »«, President»

(Printed name and title)

PERFORMANCE AND PAYMENT BOND

To these presents personally came and intervene _____,
herein acting for _____, a corporation
organized and existing under the laws of the State of _____, and duly
authorized to transact business in the State of Louisiana, as surety, who declared that
having taken cognizance of this contract and of the Construction Documents mentioned
herein, he hereby in his capacity as its Attorney-In-Fact obligates his said company, as
Surety for the said Contractor, unto the said Owner, Beauregard Parish Police Jury, up
to the sum of _____ (\$ _____) DOLLARS.

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

Provided, that any alterations which may be made in the terms, of the contract or
in the work to be done under it, or the giving by the Owner, Beauregard Parish Police

PERFORMANCE AND PAYMENT BOND

Page Two

Jury, of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner, Beauregard Parish Police Jury, or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions, or other forbearance being hereby waived.

IN WITNESS WHEREOF, the parties herein on this _____ day of _____, 2022, have executed this agreement in six (6) counterparts, each of which shall, without proof of accountancy for the other counterparts, be deemed an original thereof.

WITNESSES: As to Principal

WITNESSES: As to Surety

SURETY

(Attorney-In-Fact)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Beauregard Library Renovations
205 S. Washington Street
Deridder, LA 70634

THE OWNER:

(Name, legal status and address)

Beauregard Parish Police Jury
201 W 2nd Street
Deridder, LA 70643

THE ARCHITECT:

(Name, legal status and address)

Brossett Architect, LLC.
414 Pujoe Street
Lake Charles, LA 70601

TABLE OF ARTICLES

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

ADDITIONS AND DELETIONS:

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

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

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

SUPPLEMENTARY CONDITIONS

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

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

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1. The Contract Documents

In Section 1.1.1 delete the third sentence, and add the following sentence:
The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

1.1.8 Initial Decision Maker

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

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

1.5.1 Delete the first sentence of the paragraph.

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

1.7 DIGITAL DATA USE AND TRANSMISSION

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

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Delete Section 1.8.

ARTICLE 2 OWNER

2.2 EVIDENCE OF THE OWNER’S FINANCIAL ARRANGEMENTS

Delete Section 2.2.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

Section 2.3.2 and substitute the following:

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

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

ARTICLE 3 CONTRACTOR

3.4 LABOR AND MATERIALS

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

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

3.5 WARRANTY

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

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

Delete and replace with the following.

3.7.1 “The Contractor shall make arrangements for such tests, inspections and approvals with third-party Testing Laboratory and the Contractor shall bear all related costs of tests, inspections and approvals where noted in the bid documents.

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 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.”

4.2.11 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. 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. 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, except credit will not be required for Overhead and Profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall only be computed on the net extra cost to the Contractor.

- 7.2.4 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

Use the term, "Field Order" instead of Construction Change Directive. Field Order(s) requires Owner's approval.

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 by written notice to proceed, 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 stipulated 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 Stipulated 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 an 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:

9.6.2 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.

9.7 FAILURE OF PAYMENT – delete Section

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

Delete section and refer to Insurance Requirements in Contract Documents

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.

13.4 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 stipulated damages against the Surety.”

Add the following Section:

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

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.

ARTICLE 16 EQUAL OPPORTUNITY

16.1 The contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

16.2 The Contractor and all Subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants receive consideration for employment without regard to race, religion, color, sex or national origin.

**Beauregard Parish Police Jury – Insurance Requirements for
Projects One Hundred Thousand Dollars and Greater**

Section A – Types of Coverages Required

Where applicable, any **Contractor, Subcontractor, Consultant, Architect, Engineer, Other Professional or Vendor (hereinafter referred to as Contractor collectively)**, who performs services for the Owner in the amount of one hundred thousand dollars or greater shall maintain the following insurance coverage with insurance companies acceptable to the Owner. Those insurance companies must be rated in the current A.M. Best Rating Guide with an "A-" rating or better. In the event that insurance requirements are included elsewhere within any other procurement documents, the requirements contained within this article shall supersede any such reference.

In connection therewith, the Contractor agrees to provide to the Owner, at the Contractor's expense and prior to any entry on the Owner's property, proof of liability insurance coverage set forth. The Contractor agrees to furnish to the Owner certificates evidencing said insurance coverage for the full term of this agreement which certificates shall name the Owner as an additional named insured on all policies except errors and omissions policies and shall provide for thirty (30) days advanced written notice to the Owner in the event of cancellation or alteration of the policies.

The Contractor agrees to maintain the coverage limits and endorsements as listed herein. The Contractor's obligation to provide the required insurance will not be waived by the Contractor's failure to provide the certificate of insurance, the Owner's acceptance of a certificate of insurance showing coverage varying from the required coverage, or the Owner's allowance to commence work.

No work shall commence under any contract until the following insurance coverage is obtained by the Contractor:

(1) Worker's Compensation

(a) Standard Louisiana Coverage (Always Required) – Worker's Compensation coverage:

- (i) should cover all employees, including owners, (ii) must be statutory for medical and indemnity and (iii) should have a minimum limit for employer's liability of:

Employer's Liability -	\$1,000,000 each accident
	\$1,000,000 each employee – disease
	\$1,000,000 policy limit – disease

(b) Maritime Coverage

Required Not Required

When specifically required by the Owner (as denoted with an "X" in the above "Required" box), the Contractor shall procure and maintain the life of this contract a Worker' Compensation Policy specifically covering maritime activities. The scope of the project will determine whether maritime insurance is required but if the project is going to be performed over any body of water then this separate coverage should be obtained.

(2) Contractor's Liability Insurance (Always Required)

(Note: The term Contractor refers collectively, where applicable, to any Contractor, Subcontractor, Consultant, Architect, Engineer or Vendor performing services for the Owner)

(a) Contractor's Comprehensive General Liability

("Claims Made Policies" may not be used)

\$1,000,000 per occurrence
\$2,000,000 general aggregate (Limit applies to specific project Limit applies to policy)
\$1,000,000 products/completed operations aggregate
\$1,000,000 personal injury and advertising coverage

Sub Contractor Comprehensive General Liability – Any Sub Contractors utilized on the project will be (Required Not Required) to maintain the above comprehensive general liability policy limit.

(b) Contractor's Automobile Liability – (Owner, Non-Owned, and Hired Car)

\$1,000,000 per occurrence

Sub Contractor Automobile Liability – Any Sub Contractors utilized on the project will be (Required Not Required) to maintain the above automobile liability policy limit.

(c) Contractor's Umbrella Policy

Unless specifically excluded for project specific reasons, the Contractor shall procure and maintain during the life of this contract an Umbrella Policy as follows:

\$5,000,000 each occurrence Coverage Specifically Excluded For Project
\$5,000,000 general aggregate

(3) Owner's Contactor Protective Liability Policy (OCP Policy)

Required Not Required

When specifically required by the Owner (as denoted with an "X" in the above "Required" box), the Contractor shall procure and maintain during the life of this contract an Owner's Contactor Protective Liability Policy (OCP) in a minimum amount of \$1,000,000 (per occurrence) and \$2,000,000 (general aggregate). This type of policy provides the Owner with separate coverage up to the above limits as opposed to shared coverage when the Owner is only named as an additional insured on the Contractor's main policy.

(4) Property Insurance (Builder's Risk Insurance)

Required Not Required

Note that Builder's Risk for Flood Coverage is separate and may need to be considered for any project work occurring in a flood prone area. For this project, Builder's Risk for Flood is:

Required Not Required

When specifically required by the Owner (as denoted with an "X" in the above required box), the Contractor shall purchase and maintain property insurance covering the work site up to the

full insurable value equal to the Contract sum and the insurance shall be endorsed to comply with any waiver of rights provisions. The property insurance shall be “ All Risks Builder’s Risk Completed Value Form” insurance or equivalent manuscript policy, and shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft including theft of materials whether or not attached to any structure, vandalism/malicious mischief, collapse, earthquake, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any law.

The property insurance shall also contain an endorsement or specific provision to cover damages, losses and expenses incurred in the repair or replacement of any insured property (including, but not limited to charges of engineers, architects, attorneys and others). The property insurance also shall include by endorsement or special provision the following additional coverage elections: operation testing (if risk is present), off premises storage not on the site or in transit and property in transit. When required, no work may commence on the site until the Builder’s Risk Insurance is obtained.

The Contractor is to provide Builder’s Risk Insurance to protect the Owner, Architect, Engineer, Contractor, and any Subcontractors as to any interests that may exist. Until acceptance of work by the Owner, all work in connection with a particular contract is in the custody, charge, and care of the Contractor who will take every necessary precaution against injury or damage to any part thereof whether arising from execution or from the non-execution of the work.

Contractor shall be responsible for payment of the deductible for Builder’s Risk Insurance or any other property coverage deemed required to be purchased for this Contract, whether acquired by the Owner or otherwise.

(5) Errors & Omissions Policy (Professional Liability Insurance)

(Applicable Only to Professional Services Contracts including, but not limited to, Architect, Engineer, Consultant or Other Professional Contracts)

Required Not Required

This policy covers negligent acts, errors and omissions in its performance of professional services with minimum policy limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

Section B – Other Requirements

(1) Additional Insured Classification and Waiver of Subrogation (Always Required)

The Owner must be listed as an additional insured on all policies except for worker's compensation and professional liability insurance policies. All policies will provide a thirty day written notice of cancellation. Waiver of subrogation will be given to the Owner on all policies which means that the Contractor's insurer(s) will have no right of recovery or subrogation against the Owner.

Except for professional liability insurance, it is the intention of the parties that the insurance policy shall protect both parties and be the PRIMARY COVERAGE for any and all losses covered. Again all policies required above shall be primary to any insurance carried by the Owner. The insurance companies shall have no recourse against the Owner for payment of any premiums or for assessments under any of the above policies.

(2) Indemnification for all Contractors, Except for Architects, Engineers or Other Licensed Professionals (Always Required)

The Contractor will indemnify, defend, and hold harmless the Owner, including the Owner's employees and agents, from and against any and all claims or liabilities, arising from the fault of the Contractor, its employees, subcontractors or agents in carrying out the Contractor's duties and obligations under the terms of this agreement. The Owner will indemnify, defend and hold harmless the Contractor, including the Contractor's employees and agents, from and against any and all claims or liabilities, arising from the fault of the Owner, its employees or agents in carrying out the Owner's duties and obligations under the terms of any agreement. This section will survive the termination of any agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

(3) Indemnification for Architects, Engineers or Other Licensed Professionals (Always Required)

The Contractor will indemnify and hold harmless the Owner, including the Owner's employees and agents, from and against any and all claims or liabilities, arising from the fault of the Contractor, its employees, subcontractors or agents in carrying out the Contractor's duties and obligations under the terms of this agreement. The Owner will indemnify and hold harmless the Contractor, including the Contractor's employees and agents, from and against any and all claims or liabilities, arising from the fault of the Owner, its employees or agents in carrying out the Owner's duties and obligations under the terms of any agreement. This section will survive the termination of any agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

(4) Statutory Employer Status (Always Required Except for Architects, Engineers or Other Licensed Professionals)

The Owner as principal whether as the direct or statutory employer, mutually agree with the Contractor that it is their intention, and the intention of the contract between them, to recognize the Owner as the statutory employer of the Contractor's employees, whether direct or statutory, while the Contractor's employees, direct or statutory, are performing work or

services with respect to this contract. It is also recognized that the work contemplated by this contract is a part of the trade, business or occupation of the Owner and it is an integral part of or essential to the ability of the Owner to generate its goods, products or services. It is the express intention of the Owner and the Contractor that the Owner as the statutory employer, shall in accordance with LSA-R.S. 23.1061, be granted the exclusive remedy protections of LSA-R.S. 23:1032, and shall be liable to pay any employee employed in the execution of the work, or to his dependent, compensation which it would have been liable to pay if the employee had been immediately employed by it. In the event the Owner is required as the statutory employer to pay any workers' compensation benefits, it shall be entitled to indemnity from the Contractor for such benefits.

CHANGE ORDER

CHANGE ORDER NO.: _____ DATE: _____

PROJECT: Beauregard Library Renovations

PROJECT NO.: 25019BA

TO: _____

You are hereby directed to make the following change(s) in this contract as per the attached itemized breakdown:

The Original Contract Sum _____

Net Change by Previous Change Orders _____

Contract Sum prior to this Change Order _____

Contract Sum will be (increased/ decreased)
by this Change Order -Attach Details _____

New Contract Sum including this Change Order _____

Contract Time will be _____ by _____ days

Revised Contract Completion Date _____

RECOMMENDED

Brossett Architect, LLC
Architect
414 Pujo Street
Lake Charles, LA 70601

By: _____

Dated: _____

ACCEPTED

Contractor

By: _____

Dated: _____

APPROVED

Beauregard Parish Police Jury
201 W 2nd Street
Deridder, LA 70634

By: _____

Dated: _____

DRAFT AIA® Document G704™ - 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address)
Beauregard Parish Police Jury
201 W 2nd Street
Deridder, LA 70634

TO CONTRACTOR:
(Name and address)

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

Brossett Architect, LLC

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

Beauregard Parish Police Jury

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Not for Recordation

BENEFICIAL OCCUPANCY

Project Name: Beauregard Library Renovations

Project No.: 250019BA

Architect/Engineer: Brossett Architect, LLC

Contractor: _____

OWNER: Beauregard Parish Police Jury

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

The Owner's occupancy of any portion of this building does not violate any applicable warranties.

Date Occupied: _____

Architect/Engineer

Contractor

By: _____

By: _____

Date: _____

Date: _____

Beauregard Parish Police Jury

By: _____

Date: _____

Punch List: _____

SPECIAL PROVISIONS

In addition to the General Conditions of the Contract AIA-A201, the following shall apply to the entirety of the project.

1. Retainage per RS 38:2248 shall be 10% for projects < \$500,000 actual construction cost & 5% projects ≥ \$500,000 actual construction cost.
2. No interest charges shall be added to cost from the Contractor for any payments due.
3. Insurance Requirements to be per Insurance requirements included in the Project Manual.
4. Attach a corporate resolution or other written evidence of the authority of the person signing the Bid to the actual bid submitted as. Per La R.S. 38:2212.
5. Where AIA A201-2017 3.18 language conflicts with the CEA contractual language, the CEA contractual language shall govern.

SECTION 011000 SUMMARY

PART 1 - GENERAL

1.1 PROJECT INFORMATION

- A. Project: Beaugard Library Renovations.
 - 1. Project Location: 205 S. Washington Street, DeRidder, Louisiana 70634.
- B. Owner: Beaugard Parish Police Jury, 201 W 2nd Street, DeRidder, Louisiana 70634.
- C. Architect: Brossett Architect, LLC, 414 Pujou Street, Lake Charles, Louisiana 70601.
- D. The Work consists of site work, new construction and improvements.
 - 1. The work includes general construction, and finishes.
- E. Extra payment will not be authorized for relocation, removal, and/or temporary removal and reinstallation of any existing or newly installed construction (ducts, conduit, piping, wiring, fixtures, equipment, finishes, etc.) necessary to properly complete the Work, which could have been anticipated by careful examination of the project site, areas of work and the Contract Documents, including visual examination inside access panels, above suspended ceilings, inside millwork cabinets, etc. Such work shall be performed, without additional cost to the Owner.
- F. The Contract Documents are intended to produce a piece of work complete in every respect and the Contractor shall furnish all things necessary to complete the Work within the meaning and intent of said documents. It shall be the responsibility of the Contractor and his respective Subcontractors to provide and coordinate everything necessary to complete the Work as enumerated in these bid documents and provide all necessary plumbing, data and electrical connections, etc. required for complete and proper operation of all work provided whether noted or not.

1.2 TRANSMITTAL OF ELECTRONIC DRAWING FILES

- A. Electronic copies of drawing files may be transmitted to the contractor for convenience and use in the preparation of shop drawings.
- B. Contractor will be required to sign a contract for transmittal of the electronic files. A service fee of \$100 (One-Hundred Dollars) per sheet shall be remitted to Architect prior to delivery of the electronic files.

1.3 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor will have limited use of building and site. Contractor's use of premises is also limited by Owner's right to perform work or employ other contractors on portions of Project and as follows:
1. Owner will occupy premises during construction. Perform construction only during normal working hours 8 AM to 5 PM Monday thru Friday, (other than holidays), unless otherwise agreed to in advance by Owner. Clean up work areas and return to usable condition at the end of each work day.
 2. Partial Owner Occupancy: In accordance with the General Conditions, the Owner has the right to occupy completed portions of the Work prior to substantial completion of the total Work.
 3. Owner Occupancy: The Owner will continue to occupy the site and portions of the existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage.
 4. Driveways, Walkways, and Entrances: Keep driveways, parking, 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 storage of materials.
 5. Contractor shall maintain all areas of the Project Construction Site in a clean state throughout the Construction Project. No trash shall be allowed to accumulate on site outside of container for trash, including all discarded building materials.
- B. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

1.4 EXAMINATION OF SITE

- A. By executing the Contract, the Contractor represents that he has
1. Visited the site and performed due diligence and examination of all areas of the work.
 2. Made due allowances for any and all difficulties and contingencies that may be encountered.
 3. Thoroughly compared Bid Documents with work in place;
 4. Visited the area of work and informed himself of existing conditions, and;
 5. Notified the Architect of ambiguities, inconsistencies and errors discovered within the Bid Documents, the existing conditions and any other project conditions. The Architect shall be the sole decision maker regarding inconsistencies and interpretations within the Bid Documents.
- B. In accordance with the General Conditions, each Subcontractor shall similarly represent that he has fulfilled the same responsibilities to the Contractor.
- C. Failure to visit the site and perform attendant responsibilities listed above shall not relieve the Contractor or any Subcontractor from their obligations, and no extra payment will be authorized for work related to conditions which can be determined by examination of the site and the Contract Documents.

1.5 SPECIAL PROVISIONS

- A. Retainage per RS 38:2248 shall be 10% for projects < \$500,000 actual construction cost & 5% projects ≥ \$500,000 actual construction cost.
- B. No interest charges shall be added to cost from the Contractor for any payments due.
- C. Insurance Requirements to be per Insurance requirements included in the Project Manual.
- D. This project to be tax exempt and shall comply with all requirements of the Designation of Agency
- E. Tests & Inspections- The Contractor shall make arrangements for any such tests, inspections and approvals required using third-party Testing Laboratory. Contractor shall bear all related costs of tests, inspections and approvals, whether indicated as his responsibility or not.
- F. Attach a corporate resolution or other written evidence of the authority of the person signing the Bid to the actual bid submitted as. Per La R.S. 38:2212.
- G. Where AIA-A201 3.18 language conflicts with the contractual language, the contractual language shall govern.
- H. Completed, signed and executed contracts shall be returned with bonds and COI attached to the Architect within 2 weeks after submission to the Contractor. Contracts will be summarily executed and filed by the Owner.
- I. Notice to Proceed shall be issued by the Architect within 2 weeks of filing of the Contract unless otherwise agreed to by all parties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1- GENERAL

1.1 ALTERNATES

- 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 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 the alternate into the Work. No other adjustments will be made to the Contract Sum.
- B. Notification: Immediately following award of contract, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Schedule: A "Schedule of Alternates" is included at the end of this section. Specification sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the work described under each alternate.
- D. As part of each alternate include miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- E. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project.

1.2 SUBSTITUTION PROCEDURES

- A. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor before award of the Contract. Any requests after the bidding will not be reviewed.
 - 1. Submit hard copies of each request for product substitution.
 - 2. Submit requests within seven days after the Notice to Proceed.
 - 3. Do not submit unapproved substitutions on Shop Drawings or other submittals.

4. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution.

1.3 CONTRACT MODIFICATION PROCEDURES

- A. Architect will issue supplemental instructions in writing authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.6 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work.
 1. Proposal Requests are not instructions either to stop work in progress or to execute the proposed change.
 2. Unless otherwise indicated in the proposal request, within seven (7) calendar days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change. Include an itemized list of Work to be performed and labor and material unit costs. Where requested, furnish data to substantiate costs and quantities. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
 3. Include a statement indicating the effect the proposed change in the Work will have on the Contract time and schedule.
- 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 the 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 Contract time.
 2. Include an itemized list of work to be performed and labor and material unit costs. Where requested, furnish data to substantiate costs and quantities. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
 3. All requests for additional days due to inclement weather shall be submitted monthly. Requests shall include backup documentation and hard copies shall be submitted within 5 calendar days of end of month to be considered as a request for a change.
- C. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor for all changes to the Contract Sum or the Contract Time.

- D. 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.
- E. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- F. Submit change order proposals in the form and detail as requested by the Architect and these Contract Documents.
- G. Upon Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor on the change order form, as provided in the Conditions of the Contract.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may issue a Construction Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The Construction Change Directive will contain a complete description of the change in the work and designate the method to be followed to determine change in the Contract Sum and/or Contract time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract and permit preparation of a Change Order.
 - 1. The Contractor should initiate no work included on a Change Order without written approval from the Owner.

1.8 SCHEDULE OF VALUES

- A. Prepare the schedule of values, as required by the General Conditions, in conjunction with the preparation of the progress schedule. Deliver in duplicate to the Architect within 14 days after the awarding of the Contract. Coordinate preparation of schedule of values and progress schedule. Correlate line items with other administrative schedules and the forms required for the work, including the progress schedule, payment request form, listing of subcontractors, schedule of allowances, schedule of alternates, listing of products and principal suppliers and fabricators, and the schedule of submittals. Provide breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal

subcontract amounts into several line items. Round off to the nearest whole dollar, but with the total equal to the Contract Sum. Submit on AIA Form G703.

1. Material/Fabrication Values: For each unit of work where payment requests will be made on account of materials or equipment purchased, fabricated, or delivered, but not yet installed, show the "initial value" for payment request and "value added" for subsequent stage or stages of completion on that unit of work.
2. Time Coordination: In coordination of initial submittals and other administrative "start-up" activities, submit the schedule of values to the Architect at the earliest feasible date, but in no case later than 14 days after the Notice to Award.
3. Listing: Arrange schedule with columns to indicate the generic name of item, related specification sections, the subcontractor, the supplier, manufacturer, or fabricator, change orders (numbers) which have affected the value, the dollar value of the item, and the percentage of the Contract Sum to nearest one-hundredth percent and adjusted to total 100 percent.
4. Margins of Cost: Show line items of indirect costs, and margins on actual costs, only to the extent such items will be individually listed in payment requests. In general, each item in the schedule of values and in payment requests shall be established to be complete with its total expenses and proportionate share of the general overhead and profit margin. Except as otherwise indicated, those major cost items that are not directly the cost of actual work-in-place, such as distinct temporary facilities, may be either shown as line items in the schedule of values or may be distributed as general overhead expense, at Contractor's option.
5. Schedule Updating: Update and resubmit schedule of values when change orders affect the listing and when the actual performance of the work involves necessary changes of substance to the values previously listed.

1.9 PAYMENT REQUESTS

- A. Except as otherwise indicated, the progress payment cycle is to be regular. Each application must be consistent with previous applications and payments. Certain applications for payment, such as the initial application, application at substantial completion, and final payment application involve additional requirements.
- B. Payment Application Forms: AIA Document G702 and Continuation Sheets; available from "Publications, a Division of The AIA Service Corporation", 1735 New York Ave. NW., Washington, DC, 20006.
- C. Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by Architect without action. Entries must match current data of schedule of values and progress schedule and report. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application. Attach current project construction schedule to each application.
- D. Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of Contractor's first payment application can be summarized as follows, but not necessarily by way of limitation:

1. Listing of subcontractors and principal suppliers and fabricators.
 2. Schedule of values.
 3. Listing of Contractor's staff assignments and principal consultants.
 4. Copies of acquired building permits and similar authorizations and licenses from governing authorities for current performance of the work.
 5. Data needed to acquire Owner's insurance coverages.
- E. Application at Time of Substantial Completion: Following issuance of Architect's final "certificate of substantial completion," and also in part as applicable to prior certificates on portions of completed work as designated, a "special" payment application may be prepared and submitted by Contractor. The principal administrative actions and submittals which must proceed or coincide with such special applications can be summarized as follows, but not necessarily by way of limitation:
1. Occupancy permits and similar approvals or certifications by governing authorities and franchised services, assuring Owner's full access and use of completed work.
 2. Warranties, (guarantees), maintenance agreements and similar provisions of contract documents.
 3. Test/adjust/balance records, maintenance instructions, meter readings, start-up performance reports, and similar change-over information germane to Owner's occupancy, use, operation and maintenance of completed work.
 4. Advice to Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
 5. Final progress photographs, where required.
 6. Application for reduction (if any) of retainage and consent of surety.
 7. Listing of Contractor's incomplete work, recognized as exceptions to Architect's certificate of substantial completion.
- F. Final Payment Application: The administrative actions and submittals which must precede or coincide with submittal of Contractor's final payment application can be summarized as follows, but not necessarily by way of limitation:
1. Completion of project closeout requirements.
 2. Completion of items specified for completion beyond time of substantial completion (regardless of whether special payment application was previously made).
 3. Assurance, satisfactory to Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
 4. Transmittal of required project construction records to Owner.
 5. Proof, satisfactory to Owner, that taxes, fees and similar obligations of Contractor have been paid.
 6. Removal of temporary facilities, services, surplus materials, rubbish and similar elements.
 7. Change over of door locks and other Contractor's access provisions to Owner's property.
 8. Consent of surety for final payment.
 9. Cancellation of contract and furnish a no lien certificate.

- G. Application Transmittal: Submit six executed copies of each payment application. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Architect. Transmit to Architect by means ensuring receipt within 24 hours.

PART 2- PRODUCTS (Not Used)

PART 3- EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1.

- 1. Alternate 1: Alternate No. 1 includes painting of walls and gypsum board ceilings as noted on plans. Walls that have wall covering shall have the wall covering removed before painting.

END OF SECTION 012000

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.
 - 1. Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements administer allocation of available space equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
- B. Minimum administrative and supervisory requirements necessary for coordination of work on the project include but are not necessarily limited to the following categories:
 - 1. Coordination and meetings.
 - 2. Administrative and supervisory personnel.
 - 3. Records or reports.
 - 4. Limitations for use of site.
 - 5. Special reports.
 - 6. General installation provisions.
 - 7. Cleaning and protection.
 - 8. Conservation and salvage.
- C. Coordinate both the timing and the listing of reports and other activities required by provisions of this section and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the work including the Architect and Owner. In particular provide close coordination of the progress schedule, schedule of values, listing of subcontracts, schedule of submittals, progress reports, and payment requests.
- D. All requests for information involving a clarification to resolve questions and/or conflicts in the plans and specification shall be submitted on a Request for Information form. Any change to the project/contract as a result of this information will be addresses under a separate cover as required. All requests for information not submitted on the required form may or may not be responded to be the Architect and shall have no influence on the project scope or time frame. If a Request for Information form is not attached hereto, this form shall be obtained form the Architect prior to the first submittal for application for payment.

1. Requests for Information (RFIs): On discovery of the need for additional information or interpretation of the Contract Documents, contractor shall prepare and submit an RFI.
- E. Submit initial progress schedule in duplicate. After review by the Architect revise and resubmit as required. Submit revised schedule with each application for payment, reflecting changes since previous submittal. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Show projected percentage of completion for each item of Work as of the time of each application for payment.
1. Comply with Progress Schedule for submittals related to work progress. Coordinate submittal of related items. Show submittal dates required for shop drawings, product data, and product delivery dates.
- F. Schedule and conduct progress meetings at Project site at monthly regular intervals. Require attendance of each subcontractor or other entity concerned with current progress or involved in planning, coordination, or performance of future activities. Provide a three week look ahead detailed, short-term plan breaking down of upcoming tasks (next 14 days) from the master schedule, focusing on daily activities, resource needs, and constraints for foremen/site managers to ensure smooth workflow, identify issues early, and coordinate teams to ensure everyone stays on track with the project's immediate goals at each meeting.
1. In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, hold a general progress meeting each month with time coordinated with preparation of payment request. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting. Review each entity's present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of work, hazards and risks, housekeeping, change orders, and documentation of information for payment requests. Discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule. Determine how behind-schedule work will be expedited, and secure commitments from entities involved in doing so. Discuss whether schedule revisions are required to ensure that current work and subsequent work will be completed within Contract Time. Review everything of significance which could affect progress of the work.
 2. Architect will record minutes and distribute to everyone concerned.

1.2 RECORDS/REPORTS

- A. Working from lines and levels established by the property survey, establish and maintain bench marks and markers to set lines and levels for the work at each story of construction and elsewhere as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerances.

Drawings shall not be scaled to determine dimensions. Advise entities performing work, of marked lines and levels provided for their use.

- B. Submit special reports directly to the Owner within one day of an occurrence. Submit a copy of the report to the Architect and other entities that are affected by the occurrence.
- C. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report listing chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information. Advise the Owner in advance when such events are known or predictable.
- D. Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

1.3 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. General: This section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.
 - 1. Refer to other Division-1 sections and other contract documents for specifications on administrative, non-work-related submittals. Such submittals include, but are not limited to the following items:
 - a. Permits.
 - b. Payment applications.
 - c. Performance and payment bonds.
 - d. Insurance certificates.
 - e. Inspection and test reports.
 - f. Schedule of values.
 - g. Progress reports.
 - h. Listing of subcontractors
- B. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1. 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.
 - 2. One digital copy and one hard copy of each action submittal.
 - 3. One digital copy and one hard copy of each informational submittal.

4. Architect will return submittals, without review, discard submittals received from sources other than Contractor.
- C. Shop drawings are technical drawings and data that have been specially prepared for this project, including but not limited to the following items:
1. Fabrication and installation drawings.
 2. Setting diagrams.
 3. Shopwork manufacturing instructions.
 4. Templates.
 5. Patterns.
 6. Coordination drawings (for use on-site).
 7. Schedules.
 8. Design mix formulas.
 9. Contractor's engineering calculations.
 10. Standard information prepared without specific reference to a project is not considered to be shop drawings.
- D. Product data includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:
1. Manufacturer's product specifications and installation instructions.
 2. Standard color charts.
 3. Catalog cuts.
 4. Roughing-in diagram and templates.
 5. Standard wiring diagrams.
 6. Printed performance curves.
 7. Operational range diagrams.
 8. Mill reports.
 9. Standard product operating and maintenance manuals.
- E. Samples are physical examples of work, including but not limited to the following items:
1. Partial sections of manufactured or fabricated work.
 2. Small cuts or containers of materials.
 3. Complete units of repetitively-used materials.
 4. Swatches showing color, texture and pattern.
 5. Color range sets.
 6. Units of work to be used for independent inspection and testing.
 7. Mock-ups are special forms of samples, which are too large or otherwise inconvenient for handling in the manner specified for transmittal of sample submittals.
- F. Miscellaneous submittals are work-related, non-administrative submittals that do not fit in the three previous categories, including, but not limited to the following:
1. Specially-prepared and standard printed warranties.
 2. Maintenance agreements.
 3. Workmanship bonds.

4. Testing and certification reports.
 5. Record drawings.
 6. Field measurement data.
 7. Operating and maintenance manuals.
 8. Keys and other security protection devices.
 9. Maintenance tools and spare parts.
 10. Overrun stock.
- G. Place a permanent label or title block on each submittal for identification. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect. Include the following information on the label:
1. Project name.
 2. Date.
 3. Name and address of Contractor.
 4. Name and address of subcontractor or supplier.
 5. Number and title of appropriate Specification Section.
- H. Identify deviations from the Contract Documents on submittals.
- I. Contractor's Construction Progress Schedule Submittal Procedure: Submit one digital copy and one hard copy of schedule within fourteen (14) days after date established for Notice to Proceed.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. Product Data: Mark each copy to show applicable products and options. Include the following:
1. Manufacturer's written recommendations, product specifications, and installation instructions.
 2. Wiring diagrams showing factory-installed wiring.
 3. Printed performance curves and operational range diagrams.
 4. Testing by recognized testing agency.
 5. Compliance with specified standards and requirements.
- 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. Submit on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Include the following:
1. Dimensions and identification of products.
 2. Fabrication and installation drawings and roughing-in and setting diagrams.
 3. Wiring diagrams showing field-installed wiring.
 4. Notation of coordination requirements.

5. Notation of dimensions established by field measurement.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.
1. If variation is inherent in material or product, submit at least three Insert number sets of paired units that show variations.

2.2 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

2.3 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 Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit one digital copy and one hard copy of 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.
 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.

2.4 CONTRACTOR'S CONSTRUCTION PROGRESS SCHEDULE

- A. Progress Schedule: Submit a comprehensive, fully developed, horizontal chart-type schedule within fourteen (14) days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

- A. Refer to the General Conditions for basic procedures for submittal handling:
- B. Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.
 - 1. Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Architect's need to review a related submittal. The Architect reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.
- C. Prepare and transmit each submittal to the Architect sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Architect's need to review submittals concurrently for coordination.
 - 1. Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for resubmittal, if necessary.
 - 2. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.
 - a. Allow three weeks for the Architect's initial processing of each submittal. Allow a longer time period where processing must be delayed for coordination with subsequent submittals.
 - b. Allow three weeks for reprocessing each submittal.
 - c. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect sufficiently in advance of the work.
- D. Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.
 - 1. Project name.
 - 2. Date.
 - 3. Name, address and telephone number, including area code, of Architect.
 - 4. Name, address and telephone number, including area code, of Contractor.
 - 5. Name, address and telephone number, including area code, of Subcontractor.
 - 6. Name, address and telephone number, including area code, of supplier.
 - 7. Name of manufacturer.
 - 8. Number and title of appropriate specification section.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Similar definitive information as necessary.
 - 11. Provide a space on the label for the Contractor's review and approval markings.

- E. Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect and to other destinations as indicated, by use of a transmittal form. Submittals received from sources other than the Contractor will not be acted upon.
1. Transmittal Form: Prepare a draft of a transmittal form and submit it to the Architect for acceptance. Provide on the form places for the following information:
 - a. Project name.
 - b. Date.
 - c. To.
 - d. From.
 - e. Submittal purpose and description.
 - f. Submittal and transmittal distribution record.
 - g. Signature of transmitter.
 - h. Contractor's certification stating that the information submitted complies with the requirements of the Contract Documents, with a place for the Contractor's signature.
 2. Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, and including minor variations and limitations.

3.2 SPECIFIC SUBMITTAL REQUIREMENTS

- A. Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements specified herein for each type of submittal.
1. Where it is necessary to provide intermediate submittals between the initial and final submittals, provide and process intermediate submittals in the same manner as for initial submittals.
- B. Information required on shop drawings includes, dimensions, identification of specific products and materials which are included in the work, compliance with specified standards and notations of coordination requirements with other work. Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the contract documents on the shop drawings.
1. Provide coordination drawings where required for the integration of the work, including work first shown in detail on shop drawings or product data. Show sequencing and relationship of separate units of work which must interface in a restricted manner to fit in the space provided, or function as indicated. Coordination drawings are considered shop drawings and must be definitive in nature.
 2. Do not permit shop drawing copies without an appropriate final "Action" by the Architect to be used in connection with the work.
 3. Submit newly prepared information, drawn to accurate scale on sheets not less than

8-1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 24" x 36". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block. Provide a space not less than 20 sq. in. beside the title block for marking the record of the review process.

- a. Do not reproduce contract documents or copy standard printed information as the basis of shop drawings.
4. Provide 4 prints plus 2 additional prints where they are required for maintenance manuals. 2 prints will be retained; the remainder will be returned. One of the prints returned is to be marked up and maintained by the Contractor as a "Record Document".
- C. General information required specifically as product data includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notation of dimensions which have been verified by way of field measurement, and special coordination requirements for interfacing the material, product or system with other work.
1. Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.
 - a. Where product data must be specially prepared for required products, materials or systems, because standard printed data is not suitable for use, submit data as "shop drawings" and not as "product data".
 3. Product data submittal is required for information and record and to determine that the products, materials and systems comply with the provisions of the contract documents. Therefore, the initial submittal is also the final submittal, except where the Architect observes that there is non-compliance with the provisions of the contract documents and returns the submittal promptly to the Contractor marked with the appropriate "Action".
 - a. Provide a preliminary double-copy submittal where required, for selection of options by the Architect.
 - b. Except as otherwise indicated in individual sections of these specifications, submit one digital copy and one hard copy of each required product data submittal, plus additional copies where required for maintenance manuals. The Architect will retain two copies, and will return the other with "Action" and corrections or modifications as required.
 - c. Do not submit product data or allow its use on the project, until compliance with the requirements of the contract documents has been confirmed by the Contractor.

- d. Furnish copies of product data to subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities and others as required for proper performance of the work. Show distribution on transmittal forms.
 - e. Do not proceed with installation of materials, products and systems until a copy of product data applicable to the installation is in the possession of the installer. Do not permit the use of unmarked copies of product data in connection with the performance of the work.
- D. Submit samples for the Architect's visual review of general generic kind, color, pattern, and texture, and for a final check of the coordination of these characteristics with other related elements of the work. Samples are also submitted for quality control comparison of these characteristics between the final sample submittal and the actual work as it is delivered and installed.
- 1. Refer to individual work sections of these specifications for additional sample requirements, which may be intended for examination or testing of additional characteristics. Compliance with other required characteristics is the exclusive responsibility of the Contractor; such compliance is not considered in the Architect's review and "Action" on sample submittals.
 - 2. Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in terms of availability, sizes, delivery time, and similar limiting characteristics.
 - 3. Where possible provide samples that are physically identical with the proposed material or product to be incorporated in the work; provide full scale, fully fabricated samples cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material or product represented by the sample, submit multiple units of the sample (not less than 3 units), which show the approximate limits of variations. Where samples are specified for the Architect's selection of color, texture or pattern, submit a full set of available choices for the material or product. Mount, display, or package samples in the manner specified to facilitate the review of indicated qualities. Prepare samples to match the Architect's sample where so indicated.
 - a. Refer to individual sections of these specifications for samples which, because of their relatively high cost or other special considerations, are intended to be returned to the Contractor for incorporation in the work. Such samples must be in an undamaged condition at the time of use. On the transmittal form to the Architect, indicate such special requests regarding the disposition of sample submittals.
 - 4. At the Contractor's option, and depending upon the nature of the anticipated response from the Architect, the initial submittal of samples may be either a preliminary submittal or a final submittal.
 - a. Preliminary submittal, of a single set of samples, is required where requirements indicate the Architect's selection of color, pattern, texture or similar characteristics from a manufacturer's range of standard choices is necessary.

Preliminary submittals will be reviewed and the Architect's "Action" will be provided.

- b. Submit 2 sets of samples in the final submittal, one set will be returned.
- c. Maintain the final submittal sets of samples, as returned by the Architect, at the project site, available for quality control comparisons throughout the course of performing the work. In addition, final submittal sets may be used to obtain final acceptance of the work associated with each set. Prepare and distribute additional sets of samples to subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities, and others as required for proper performance of the work. Show final distribution on transmittal forms.
- d. Mock-Ups and similar samples specified in individual work sections are special types of samples. Comply with sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

E. Miscellaneous Submittals

1. Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication or workmanship control testing at the point of production. Process inspection and test reports accordingly.
2. Refer to section "Products and Substitutions" for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish 2 executed copies of such warranties, bonds or agreements. Provide 2 additional copies where required for maintenance manuals.
3. Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Architect's use. Where workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.
4. Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.
 - a. Furnish set of original documents as maintained on the project site. Along with original marked-up record drawings provide 3 photographic copies of marked-up drawings, which, at the Contractor's option, may be reduced to not less than half size.
 - b. Operating and Maintenance Data: Furnish 3 bound copies of operating data and maintenance manuals.
 - c. Refer to individual sections of these specifications for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys and similar physical units to be submitted.

- F. Provide additional distribution of submittals to subcontractors, suppliers, fabricators, installers, governing authorities, and others as necessary for the proper performance of the work. Include such additional copies of submittals in the transmittal to the Architect where the submittals are required to receive "Action" before final distribution. Record

distributions on transmittal forms.

3.3 ARCHITECT'S ACTION

- A. Except for submittals for the record and similar purposes, where action on submittals is required or requested, the Architect will review each submittal, provide appropriate "Action", and where possible return within 3 weeks of receipt. Where the submittal must be held for coordination the Architect will so advise the Contractor without delay.
 - 1. The Architect will review each submittal and return a uniform, self-explanatory action, appropriately marked and executed to indicate whether the submittal returned is for unrestricted use, approved as noted (or make corrections noted), must be revised and resubmitted (use not permitted) or without action (as explained in the transmittal form). Submittals indicated as "make corrections noted" will not be reviewed if resubmitted.

3.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule with Application for payment before each regularly scheduled progress meeting.
 - 1. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribute copies of approved schedule to Owner, Architect, subcontractors, testing and inspecting agencies, and parties identified by Contractor with a need-to-know schedule responsibility. When revisions are made, distribute updated schedules to the same parties.

3.5 GENERAL INSTALLATION PROVISIONS

- A. Pre-Installation Conferences: Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that unit of work, and with its coordination or integration with other work that has preceded or will follow shall attend this meeting. Advise the Architect of scheduled meeting dates.
 - 1. At each meeting review progress of other work and preparations for the particular work under consideration, including specific requirements for the following:
 - a. Contract documents.
 - b. Options.
 - c. Related change orders.
 - d. Purchases.
 - e. Deliveries.

- f. Shop drawings, product data, and quality control samples.
 - g. Possible conflicts and compatibility problems.
 - h. Time schedules.
 - i. Weather limitations.
 - j. Manufacturer's recommendations.
 - k. Compatibility of materials.
 - l. Acceptability of substrates.
 - m. Temporary facilities.
 - n. Space and access limitations.
 - o. Governing regulations.
 - p. Inspection and testing requirements.
 - q. Required performance results.
 - r. Recording requirements
2. Record significant discussions of each conference, and record agreements and disagreements, along with the final plan of action. Distribute the record of meeting promptly to everyone concerned, including the Owner and Architect.
 3. Do not proceed with the work if the pre-installation conference cannot be concluded successfully. Initiate whatever actions are necessary to resolve impediments to performance of the work, and reconvene pre-installation conference at earliest date feasible.
- B. Installer's Inspection of Conditions: Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
 - C. Manufacturer's Instructions: Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the contract documents.
 - D. Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.
 - E. Provide attachment and connection devices and methods for securing work. Secure work true to line and level, and within recognized industry tolerances. Allow expansion and building movement. Provide uniform joint width in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable visual-effect choices to the Architect for final decision.
 - F. Recheck measurements and dimensions of the work, as an integral step of starting each installation.
 - G. Install each unit-of-work during weather conditions and project status which will ensure the best possible results in coordination with the entire work. Isolate each unit of work from incompatible work, as necessary to prevent deterioration.

- H. Coordinate enclosure of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, mount individual units of work at A.D.A.A.G. standard mounting heights for the particular applications indicated. Refer questionable mounting height choices to the Architect for final decision.

3.6 CLEANING AND PROTECTION

- A. During handling and installation of work at the project site, clean and protect work in progress and adjoining work on a basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of substantial completion.
- B. Clean and perform maintenance on installed work as frequently as necessarily through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures of Work: To the extent possible through reasonable control and protection methods, the Contractor shall supervise performance of work in a manner and by means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but not by way of limitation the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Thermal shock.
 - 5. Excessively high or low humidity.
 - 6. Air contamination or pollution.
 - 7. Water or ice.
 - 8. Solvents.
 - 9. Chemicals.
 - 10. Light.
 - 11. Radiation.
 - 12. Puncture.
 - 13. Abrasion.
 - 14. Heavy traffic.
 - 15. Soiling.
 - 16. Bacteria.
 - 17. Insect infestation.
 - 18. Combustion.
 - 19. Electrical current.
 - 20. High speed operation, improper lubrication, unusual wear or other misuse.
 - 21. Incompatible interface.
 - 22. Destructive testing.
 - 23. Misalignment.

24. Excessive weathering.
25. Unprotected storage.
26. Improper shipping or handling.
27. Theft
28. Vandalism

3.7 CONSERVATION AND SALVAGE

- A. It is a requirement for supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to conservation of energy, water and materials. In addition maximum consideration shall be given to salvaging materials and equipment involved in performance of the work but not incorporated therein. Refer to other sections for required disposition of salvage materials which are the Owner's property.

END OF SECTION 013000

SECTION 014216 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. General: This section specifies procedural and administrative requirements for compliance with governing regulations and codes and standards imposed upon the Work. These requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.
 - 1. The term, "Regulations", is defined to include laws, statutes, ordinances and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the work regardless of whether they are lawfully imposed by governing authority or not.
- B. Governing Regulations: Refer to General and Supplementary Conditions for requirements related to compliance with governing regulations.

1.3 DEFINITIONS

- A. General Explanation: Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the Work to the extent that they are not stated more explicitly in another element of the contract documents.
- B. General Requirements: The provisions or requirements of other Division-1 sections apply to entire work of the Contract and, where so indicated, to other elements which are included in the project.
- C. Indicated: The term, "indicated", is a cross-reference to graphic representations, notes or schedules on the drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate the cross-reference, and no limitation of location is intended except as specifically noted.
- D. Directed, Requested, Etc.: Terms such as "directed", "requested", "authorized", "selected",

"approved", "required", "accepted", and "permitted" mean "directed by the Architect", "requested by the Architect", and similar phrases. However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.

- E. Approve: Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the term "approved" will be held to limitations of the Architect's/Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will the Architect's approval be interpreted as a release of the Contractor from responsibilities to fulfill requirements of contract documents or acceptance of the work unless otherwise provided by requirements of the contract documents.
- F. Project Site: The term, "project site", is defined as the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is shown on the drawings, and may or may not be identical with the description of the land upon which the project is to be built.
- G. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations".
- H. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations".
- I. Provide: The term "provide" or "new" means "to furnish and install, complete and ready for intended use".
- J. Installer: The "installer" is "the entity" (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a requirement that installers are experienced in the operations they are engaged to perform.
- K. Testing Laboratories: A "testing laboratory" is defined as an entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.
- L. Stipulated Damages: Where the words "liquidated damages" may be found throughout the project manual, it shall be used interchangeably with "stipulated damages". It is to acknowledge that the Contractor's failure to achieve substantial completion of the work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that stipulated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that stipulated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the

Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of stipulated damages for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such stipulated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

- M. \pm : All dimensions noted with a plus/minus notation or symbol shall be a maximum 1/8" larger or 1/8" smaller than the dimension indicated.
- N. Digital copy: Where a digital copy is requested or allowed the digital submittal shall be a digital pdf version of the document submitted via email to the Project Architect and not require log-in or registration of any kind to receive the digital version.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where more explicit or stringent requirements are written into the contract documents, applicable construction industry standards have the same force and effect as if bound into or copied directly into the contract documents. Such industry standards are made a part of the contract documents by reference.
- B. Individual specification sections indicate which codes and standards the Contractor must keep available at the project site for reference.
 - 1. Referenced standards (standards referenced directly in the contract documents) take precedence over non-referenced standards that are recognized in the industry for applicability to the Work.
 - 2. Unreferenced Standards: Except as otherwise limited by the contract documents, standards not referenced but recognized in the construction industry as having direct applicability to the Work and will be enforced for the performance of the Work. The decision as to whether an industry code or standard is applicable, or as to which of several standards are applicable, is the sole responsibility of the Architect/ Engineer.
- C. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
 - 1. Updated Standards: At the request of the Architect, Contractor or governing authority, submit a change order proposal where an applicable industry code or standard has been revised and reissued after the date of the contract documents and before the performance of the work affected. The Architect will decide whether to issue the change order to proceed with the updated standard.
- D. Conflicting Requirements: Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the contract documents specifically indicate otherwise. Refer requirements that are different,

but apparently equal, and uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.

1. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified is intended to be the minimum to be provided or performed. Unless otherwise indicated, the actual work may either comply exactly, within specified tolerances, with the minimum quantity or quality specified, or may exceed that minimum within reasonable limits. In complying with these requirements, the indicated numeric values are either minimum or maximum values, as noted, or as appropriate for the context of the requirements. Refer instances of uncertainty to the Architect for decision before proceeding.

E. Copies of Standards: The contract documents require that each entity performing work be experienced in that part of the work being performed. Each entity is also required to be familiar with industry standards applicable to that part of the work. Copies of applicable standards are not bound with the contract documents.

1. Where copies of standards are needed for proper performance of the Work, the Contractor is required to obtain such copies directly from the publication source.
2. Although copies of standards needed for enforcement of the requirements may be required submittals, the Architect reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of contract documents.

G. Federal Government Agencies: Names and titles of federal government standard or specification producing agencies are frequently abbreviated. The acronyms or abbreviations as referenced in the contract documents indicate the names of standard or specification producing agencies of the federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up-to-date as of the date of the contract documents.

1.5 GOVERNING REGULATIONS/AUTHORITIES

A. General: The procedure followed by the Architect has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to the Contractor's responsibilities for performing the Work. Contact governing authorities directly for necessary information and decisions having a bearing on performance of the Work.

1. Copies of Correspondence: During the preparation of the contract documents, the Architect may have maintained a file of correspondence with governing authorities.

This file is available at the Architect's office for reference by bidders/contractors. The Architect will provide, if requested, copies of such applicable correspondence at the cost of reproduction.

- B. Trade Union Jurisdictions: The Contractor shall maintain, and shall require prime subcontractors to maintain, complete current information on jurisdictional matters, regulations actions and pending actions, as applicable to the Work. Discuss new developments at appropriate project meetings at the earliest feasible dates. Record information of relevance along with the actions agreed upon. The manner in which contract documents have been organized and subdivided is not intended to be an indication of jurisdictional or trade union agreements. Assign and subcontract the work, and employ tradesmen and laborers, in a manner which will not unduly risk jurisdictional disputes of a kind which could result in conflicts, delays, claims and losses in the performance of the Work.

- C. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 014216

SECTION 014219 - REFERENCES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- B. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association (Now part of CPA)

AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	Architectural Precast Association
APA	APA - The Engineered Wood Association
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International

	(American Society for Testing and Materials International)
AWCI	Association of the Wall and Ceiling Industry
AWCMA	American Window Covering Manufacturers Association (Now WCMA)
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association)
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	BICSI, Inc.
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
BWF	Badminton World Federation (Formerly: IBF - International Badminton Federation)
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CEA	Consumer Electronics Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute

CRRC	Cool Roof Rating Council
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CRI	Carpet and Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association (Electrostatic Discharge Association)
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA)
FIBA	Federation Internationale de Basketball (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FM Approvals	FM Approvals LLC

FM Global	FM Global (Formerly: FMG - FM Global)
FMRC	Factory Mutual Research (Now FM Global)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Part of GSI)
GS	Green Seal
GSI	Geosynthetic Institute
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation (Now BWF)
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America

IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization Available from ANSI
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek Testing Service NA (Now ETL SEMCO)
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association, Inc.
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association

NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NelMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NOMMA	National Ornamental & Miscellaneous Metals Association
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)

NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Now ITS)
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)

SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc. (Now TCNA)
TCNA	Tile Council of North America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball

USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTECC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association
WSRCA	Western States Roofing Contractors Association
WWPA	Western Wood Products Association

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014219

SECTION 014500 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Testing and inspecting services shall be performed by independent testing agencies.
 - 2. Except as otherwise indicated, engage inspection and test service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.
- B. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements, comply with the most stringent requirement. Refer uncertainties to Architect for a decision.
- C. Definitions: The requirements of this section relate primarily to customized fabrication and installation procedures, not to the production of standard products. Quality control services include inspections and tests and related actions including reports, performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include Contract enforcement activities performed directly by the Architect.
 - 1. Specific quality control requirements for individual units of work are specified in the sections of these specifications that specify the individual element of the work. These requirements, including inspections and tests, cover both production of standard products, and fabrication of customized work. These requirements also cover quality control of the installation procedures.
 - 2. Inspections, tests and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the contract documents.
 - 3. Requirements for the Contractor to provide quality control services as required by the Architect, the Owner, governing authorities or other authorized entities are not limited by the provisions of this section.
- D. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum. The actual installation may exceed the minimum within reasonable limits. Indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision.

- E. Refer to Division-1 section on "Submittals" for the general requirements on submittals. Submit a certified written report of each inspection, test or similar service, directly to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
- F. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 6. Names of individuals making tests and inspections.
 7. Description of the Work and test and inspection method.
 8. Complete test or inspection data, test and inspection results, an interpretation of test results, and comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 9. Name and signature of laboratory inspector.
 10. Recommendations on retesting and reinspecting.
- G. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, notices, receipts for fee payments, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- H. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated; and where required by authorities having jurisdiction, that is acceptable to authorities.
- I. 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.
- J. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Promptly notify Architect and Contractor of irregularities or deficiencies in the Work observed during performance of its services.
 2. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 3. Do not perform any duties of Contractor.

- K. Associated Services: Cooperate with testing agencies and provide reasonable auxiliary services as requested. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Security and protection for samples and for testing and inspecting equipment.

- L. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

- M. Special Tests and Inspections: Engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction.

- N. Special Tests and Inspections: Engage a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections.

1.2 RESPONSIBILITIES

- A. Contractor Responsibilities: Including where they are specifically indicated as being the Owner's responsibility, or where they are to be provided by another identified entity, inspections, tests, and similar quality control services are under the Contractor's responsibility; these services also include those specified to be performed by an independent agency and not directly by the Contractor. Costs for these services shall be included in the Contract Sum. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.
 - 1. The Contractor will engage and pay for the services of an independent agency to perform inspections and tests that are specified as the Owner's responsibility.

- B. Retest Responsibility: Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related work with the requirements of the contract documents, then retests are the responsibility of the Contractor, regardless of whether the original test was the Contractor's responsibility. Retesting of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.

- C. Responsibility for Associated Services: The Contractor is required to cooperate with the independent agencies performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:
 - 1. Providing access to the work.

2. Taking samples or assistance with taking samples.
 3. Delivery of samples to test laboratories.
 4. Security and protection of samples and test equipment at the project site.
- D. Coordination: The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the work. In addition the Contractor and each independent testing agency shall coordinate their work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities.
- E. Manufacturer's Field Services: When specified in respective sections, require supplier and/or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable and to make appropriate recommendations. Representative shall submit written report to Architect listing observations and recommendations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. Upon completion of inspection, testing, sample-taking and similar services performed on the work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Comply with the contract document requirements for "Cutting and Patching". Protect work exposed by or for quality control service activities, and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 014500

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. This section specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.
- B. Use Charges: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.
- C. Temporary utility services required for use at the project site include but are not limited to the following:
 - 1. Sanitary sewer.
- D. Provide adequate utility capacity at each stage of construction. Prior to availability of temporary utilities at the site, provide trucked-in services for start-up of construction operations.
 - 1. Obtain and pay for temporary easements required to bring temporary utilities to the project site, where the Owner's permanent easement cannot be utilized for that purpose
- E. Water and Electric Power: Available from Owner's existing system without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- F. Erosion- and Sedimentation-Control Plan: Submit plan showing compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- G. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- H. Accessible Temporary Egress: Comply with applicable provisions in ICC/ANSI A117.1.
- I. Temporary construction and support facilities required for the project include but are not limited to the following:
 - 1. Sanitary facilities, including drinking water.
 - 2. First aid station.
 - 3. Project identification, bulletin boards and signs.
 - 4. Waste disposal services.
 - 5. Construction aids and miscellaneous general services and facilities.

6. Alternate temporary services and facilities, equivalent to those specified, may be used, subject to acceptance by the Architect/Engineer.
- J. Security and protection facilities and services required for the project include but are not limited to the following:
1. Temporary fire protection.
 2. Barricades, warning signs, lights.
 3. Enclosure fence for the area of work.
 4. Environmental protection
 5. Alternate security and protection methods or facilities, equivalent to those specified, may be used, subject to acceptance by the Architect.

1.2 QUALITY ASSURANCE

- A. Regulations: Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities, including but not limited to the following:
1. Building Codes, including local requirements for permits, testing and inspection.
 2. Health and safety regulations.
 3. Utility company regulations and recommendations governing temporary utility services
 4. Police and Rescue Squad recommendations.
 5. Environmental protection regulations governing use of water and energy, and the control of dust, noise and other nuisances.
- B. Standards: Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services".
1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", as prepared jointly by AGC and ASC for industry recommendations.
- C. Inspections: Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.

1.3 SUBMITTALS

- A. Reports and Permits: During progress of the work, submit copies of reports and permits required by governing authorities, or necessary for installation and efficient operation of temporary services and facilities.
1. Submit copies of reports of tests, inspections, meter readings and similar procedures performed on temporary utilities before, during and after performance of the

work. Submit copies of permits, easements and similar documentation necessary for the installation, use and operation of temporary utility services. Reports and permits required for the use of temporary utility services and their use include but are not limited to the following:

- a. Temporary heat.
- b. Ventilation.
- c. Temporary electric power and light.

1.4 JOB CONDITIONS

- A. General: Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the work. Maintain, expand as required and modify temporary services and facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.
- B. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload temporary services or facilities, and do not permit them to interfere with the progress of the work. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.
 1. Temporary Utilities: Do not permit the freezing of pipes, flooding or the contamination of water sources.
 2. Temporary Construction and Support Facilities: Maintain temporary facilities in such a manner as to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary support facilities in a sanitary manner so as to avoid health problems and other deleterious effects.
 3. Security and Protection: Maintain security and protection facilities in a safe, lawful and publicly acceptable manner.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. General: Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the Architect. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.
- B. Temporary Utilities: Where the local utility company provides only a portion of the temporary utility, provide the remainder with matching, compatible materials and equipment. Comply with the utility company's recommendations

1. Water Hoses: Where shut-off nozzles are used at the water hose discharge, provide heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system.
 - a. Where non-potable water is used, provide warning signs on the discharge end of each length of hose.
2. Electrical Service: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service, including those requirements included in Division-16 sections.
 - a. Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets.
 - b. Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.
 - c. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage indicated or required for adequate illumination. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

2.2 TEMPORARY FACILITIES

- A. Provide field offices, storage and fabrication sheds, and other support facilities as necessary for construction operations. Store combustible materials apart from building.
 1. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the fuel being consumed.
 2. Temporary Offices and Similar Construction: For temporary offices, fabrication shops, storage sheds and similar construction, provide either standard prefabricated or mobile units or the equivalent job-built construction. Provide insulated, weathertight units, heated or air-conditioned where indicated, lockable entrances, operable windows, roofing, foundations adequate for normal loading, including wind loads, serviceable finishes, and mechanical and electrical equipment necessary to achieve ambient conditions indicated.
- B. Self-Contained Toilet Units: Provide single occupant self-contained toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material.

- C. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with a flame-spread rating of 15 or less. For temporary enclosures where work is being or will be performed, provide translucent tarpaulins made of nylon reinforced laminated polyethylene to admit the maximum amount of daylight and reduce the need for temporary lighting.
- D. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.
- E. Drinking Water: Provide potable water approved by local health authorities. Where well water must be used, comply with local health authorities recommendations for type and frequency of testing water for portability.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 13 at each return-air grille in system and remove at end of construction.

2.4 PROJECT SIGN

- A. Prepare one (1) project sign, 4'X8'X3/4" exterior grade B-B plywood. Install sign in location and with graphic content as directed by the Architect. Support sign on 4x4 treated wood or galv. steel posts imbedded 3'-0" deep in concrete. Do not permit installation of unauthorized signage. Lettering shall be vinyl letters ranging from 1 1/2" to 3 1/2". Engage an experienced sign painter to apply graphics. Sign shall be fully painted (all sides and edges) with primer and exterior enamel. Graphics shall be cut out vinyl characters for exterior use and applied to both sides as per layout. Verify layout with Architect.

PART 3 - EXECUTION

3.1 INSTALLATION GENERAL

- A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
 - 1. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. General: Install water service and distribution piping of sizes and pressures adequate for construction purposes during the construction period and until permanent service is in use, including but not limited to the following uses.
 - 1. Construction processes.
 - 2. Fire protection.
 - 3. Drinking water.
 - 4. Sanitary facilities.
 - 5. Cleaning.
 - 6. Where the available supply of potable water is inadequate, provide non-potable water for purposes other than drinking and washing. Provide warning signs at each outlet of non-potable water.
 - 7. Obtain water service from the nearby water main of the local water authority, as permitted by the governing authority. Pay water service use charges, whether metered or otherwise, for all water used by entities authorized to be at or to perform work at the project site. Exercise control over usage in an effort to conserve water.
 - 8. Sterilization: Except piping of non-potable water, sterilize temporary water piping prior to use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Sanitary Facilities: Use of Owner's existing toilet facilities will not be permitted.
 - 1. Temporary Service: Install service and grounding in compliance with the National Electric Code (NFPA 70). Include necessary meters, transformers, overload protected disconnect and main distribution switch gear.

- a. Install electric power service underground or overhead and comply with governing regulations.
- b. Connect temporary service to the local electric power company main in the manner directed by company officials. Pay use charges whether metered or otherwise, for electricity used by all entities authorized to be at or to perform the work at the project site. Exercise control over power usage in an effort to conserve energy.
- c. Provide overload-protected disconnect switch for each temporary circuit and each temporary lighting circuit, located at the power distribution center.
- d. For power hand tools and task lighting, provide temporary 4-gang outlets at each floor level, spaced so that a 100 foot extension cord can reach each area of work. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).

3.3 SUPPORT FACILITIES INSTALLATION

- A. Install project identification and other signs in locations approved by Architect to inform the public and persons seeking entrance to Project.
- B. Provide a reasonably neat and uniform appearance in temporary construction and support facilities acceptable to the Architect and the Owner.
 1. Locate field offices, storage and fabrication sheds and other support facilities for easy access to the Work. Position offices so that windows give the best possible view of construction activities.
 2. Maintain field office storage and fabrication sheds, temporary sanitary facilities, waste collection and disposal systems, and project identification and temporary signs until near substantial completion. Immediately prior to substantial completion remove these facilities. Personnel remaining at the site beyond substantial completion will be permitted to use certain permanent facilities, under restricted use conditions acceptable to the Owner.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- D. Field Offices: Provide temporary field offices of sufficient size to accommodate required office personnel at the project site, furnished and equipped as follows:
 1. Provide field offices with operable windows equipped with insect screen.
 2. Provide a light fixture capable of maintaining an average illumination of 20 foot candles at desk height.
- E. Do not permit installation of unauthorized signs that are visible outside the site.
- F. Establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Enforce requirements strictly. Do not hold

collected materials at the site longer than 7 days during normal weather or 3 days when the daily temperature is expected to rise above 80 deg F (27 deg C). Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.

1. Burying or burning of waste materials on the site will not be permitted.
2. Washing waste materials down sewers or into waterways will not be permitted.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- C. 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.
- D. Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
- E. Install and maintain temporary fire-protection facilities. Comply with NFPA 241.
- F. Until fire protection needs may be fulfilled by permanent facilities, install and maintain temporary fire protection facilities of the types needed to adequately protect against reasonably predictable and controllable fire losses. Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers". Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher on each floor at or near each usable stairwell. Store combustible materials in containers in recognized fire-safe locations.
 1. Where temporary water outlets are available, provide hoses of sufficient length to reach construction areas. Hang hoses with a warning sign, to the effect that hoses are for fire protection purposes and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.
- G. Comply with recognized standards and code requirements for the erection of substantial, structurally adequate barricades where needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of the hazard being protected against. Provide lighting where appropriate and needed, including flashing red lights where appropriate.
- H. Provide general protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel on the site in ways and by methods

that comply with environmental regulations, and that minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of work at the site. Avoid the use of tools and equipment which produce harmful noise. Restrict the use of noise making tools and equipment to hours of use that will minimize noise complaints from persons or firms near the project site.

3.5 MOISTURE AND MOLD CONTROL

- A. Before installation of weather barriers, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
- B. After installation of weather barriers but before full enclosure and conditioning of building, protect as follows:
 - 1. Do not load or install drywall or porous materials into partially enclosed building.
 - 2. Discard water-damaged and wet material and material that begins to grow mold.
 - 3. Allow installed wet materials adequate time to dry before being enclosed.

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. Operate and maintain temporary services and facilities in good operating condition throughout the time of use and until removal is authorized. Protect from damage by freezing temperatures and similar elements.
 - 1. Protection: Prevent water filled piping from freezing, by use of ground covers, insulation, by keeping drained or by temporary heating. Maintain distinct markers for underground lines. Protect from damage during excavation operations.
- C. Unless the Architect requests that it be maintained for a longer period of time, remove each temporary service and facility promptly when the need for it or a substantial portion of it has ended, or when it has been replaced by the authorized use of a permanent facility, or no later than substantial completion. Complete, or, if necessary, restore permanent work which may have been delayed because of interference with the temporary service or facility. Repair damaged work, clean exposed surfaces and replace work which cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary services and facilities are and remain the property of the Contractor. The Owner reserves the right to take possession of the project identification signs.
 - 2. Remove temporary roads and paving materials which are not intended for or acceptable for integration into permanent paving. Where the area shown is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the landscape area. Remove

materials contaminated with road oil, asphalt and other petro-chemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

3. At substantial completion, clean and renovate permanent services and facilities that have been used to provide temporary services and facilities during the construction period, including but not limited to the following:
 - a. Replace air filters and clean the inside of ductwork and housings.
 - b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
 - c. Replace lamps in the lighting system that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION 015000

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Definitions: Project closeout is the term used to describe certain collective project requirements, indicating completion of the Work that are to be fulfilled near the end of the Contract time in preparation for final acceptance and occupancy of the Work by the Owner, as well as final payment to the Contractor and the normal termination of the Contract.
- B. Specific requirements for individual units of work are included in the appropriate sections in Divisions 2 through 33.
- C. Time of closeout is directly related to "Substantial Completion"; therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to the other provisions of this section.

1.3 CLOSEOUT SUBMITTALS

- A. As Built Drawings: Maintain a set of prints of the Contract Drawings as As Built Drawings. Mark to show actual installation where installation varies from that shown originally.
 - 1. Identify and date each record Drawing; include the designation "PROJECT AS BUILT DRAWING" in a prominent location.
 - 2. Do not use as built documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to as built documents for the Architect's reference during normal working hours.
 - 3. Maintain a set of blue or black line prints of contract drawings and shop drawings in a clean, undamaged condition. Mark-up the set of as built documents to show the actual installation where the installed work varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at the corresponding location on the working drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date.

4. Mark as built sets with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
 5. Mark-up new information, which is known to be important to the Owner, but for some reason was not shown on either contract drawings or shop drawings.
 6. Note related change-order numbers where applicable.
 7. Organize as built drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
 8. Upon completion of mark-up, submit complete set of as built data to the Architect for the Owner's records.
- B. Operation and Maintenance Data: Submit three copies of manual. Organize data into three-ring binders with identification on front and spine of each binder, and envelopes for folded drawings. Organize operating and maintenance data into suitable sets of manageable size. Bind data into individual binders properly identified and indexed. Bind each set of data in a heavy-duty 2-inch, 3-ring vinyl-covered binder, with pocket folders for folded sheet information. Mark the appropriate identification on both front and spine of each binder. Include the following:
1. Manufacturer's operation and maintenance documentation.
 2. Maintenance and service schedules.
 3. Maintenance service contracts.
 4. Emergency instructions.
 5. Spare parts list.
 6. Wiring diagrams.
 7. Copies of warranties.
 8. Recommended "turn-around" cycles.
 9. Inspection procedures.
 10. Shop drawings and product data.

1.4 CLOSEOUT PROCEDURES

- A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, fire marshal inspections, operating certificates, and similar releases.
 5. Submit As Built Drawings, operation and maintenance manuals, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items.
 7. Make final changeover of permanent locks and deliver keys to Owner.

8. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mock-ups, and similar elements.
 9. Remove temporary facilities and controls.
 10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 11. Complete final cleaning requirements, including touchup painting.
 12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. In the progress payment request that coincides with, or is the first request following, the date substantial completion is claimed, show either 100% completion for the portion of the Work claimed as "substantially complete", and list incomplete items, the value of incomplete work, and reasons for the Work being incomplete.
1. Include supporting documentation for completion as indicated in these contract documents. Submit a statement showing an accounting of changes to the Contract Sum.
- C. Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
- D. Inspection Procedures: Upon receipt of the Contractor's request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled prerequisites.
- E. Following the initial inspection, the Architect will either prepare the certificate of substantial completion, or will advise the Contractor of work which must be performed before the certificate will be issued. The Architect will repeat the inspection when requested and when assured that the Work has been substantially completed.
1. Results of the completed inspection will form the initial "punch-list" for final acceptance.
- 1.5 PREREQUISITES TO FINAL ACCEPTANCE
- A. Complete the following before requesting the Architect's final inspection for certification of final acceptance, and final payment as required by the General Conditions. List known exceptions, if any, in the request.
1. Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

2. Submit a certified copy of the Architect's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect.
 3. Submit consent of surety.
 4. Submit a final liquidated damages settlement statement, acceptable to the Owner.
 5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 6. Submit a No-lien certificate.
- B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of the Contractor's notice that the work, including punch-list items resulting from earlier inspections, has been completed, except for these items whose completion has been delayed because of circumstances that are acceptable to the Architect.
1. Submit a written request for final inspection for acceptance. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
 2. Upon completion of reinspection, the Architect will either prepare a certificate of final acceptance, or will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled, but are required for final acceptance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. 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.
1. Verify compatibility with and suitability of substrates.
 2. Examine roughing-in for mechanical and electrical systems.
 3. Examine walls, floors, and roofs for suitable conditions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Take field measurements as required to fit the Work properly. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication.
- D. Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- E. Surface and Substrate Preparation: comply with manufacturer's written recommendations for preparation of substrates to receive subsequent work.

3.2 CONSTRUCTION LAYOUT AND FIELD ENGINEERING

- A. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks.

3.3 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated. Make vertical work plumb and make horizontal work level.
 - 1. Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections to form hairline joints.
 - 2. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 3. Maintain minimum headroom clearance of 96 inches in occupied spaces.
- B. Comply with manufacturer's written instructions and recommendations.
- C. 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.
- D. Use products, cleaners, and installation materials that are not considered hazardous.
- E. Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place. Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed.

3.4 CUTTING AND PATCHING

- A. Provide temporary support of work to be cut. Do not cut structural members or operational elements without prior written approval of Architect.
- B. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- C. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - 2. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply

final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

3.5 FINAL CLEANING

- A. Clean Project site and work areas daily, including common areas. Dispose of materials lawfully.
 - 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.
 - 3. Remove debris from concealed spaces before enclosing the space.

- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:
 - 1. Remove labels that are not permanent.
 - 2. Clean exposed exterior and interim hard-surfaced finishes to a dust-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces..
 - 3. Vacuum carpeted surfaces and wax resilient flooring.
 - 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures, lamps, globes, and reflectors.
 - 5. Provide final cleaning of the Work at the time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions for operations.

- C. Removal of Protection: Except as otherwise indicated or requested by the Architect, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

- D. Compliance: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site. Do not bury debris or excess materials on the Owner's property. Do not discharge paint of any kind, volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - 1. Where extra materials of value remaining after completion of associated work have become the Owner's property, dispose of these materials to the Owner's best advantage as directed.

3.6 DEMONSTRATION AND TRAINING

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Include a detailed review of the following:
1. Include instruction for basis of system design and operational requirements, review of documentation, emergency procedures, operations, adjustments, troubleshooting, maintenance, and repairs.
 2. As part of this instruction provide a detailed review of the following items:
 - a. Maintenance manuals
 - b. Record documents
 - c. Spare parts and materials
 - d. Tools
 - e. Lubricants
 - f. Fuels
 - g. Identification systems
 - h. Control sequences
 - i. Cleaning
 - j. Warranties bonds, maintenance agreements and similar, continuing commitments.
 3. As part of this instruction for operating equipment demonstrate the following procedures:
 - a. Start-up
 - b. Shut-down
 - c. Emergency operations
 - d. Noise and vibration adjustments
 - e. Economy and efficiency adjustments
 - f. Effective energy utilization

END OF SECTION 017000

SECTION 017329 - CUTTING AND PATCHING AND REPAIR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Definition: Whether noted on plans or not, "Cutting and patching and repair" includes cutting into existing construction to provide for the installation or performance of other work, repair or patching as required to conceal evidence of new work at existing conditions, and subsequent fitting and patching required to restore surfaces to their original condition. Also any repair work required to restore existing conditions to this original condition before any work of this project occurred and to provide final visual and aesthetic appearance acceptable to the Architect.
 - 1. Cutting and patching and repair is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed, for installation of any new work, or for other similar purposes.
 - 2. Cutting and patching and repair performed during the manufacture of products, or during the initial fabrication, erection or installation processes is not considered under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be cutting and patching and repair.
- B. Refer to other sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
 - 1. Unless otherwise specified requirements of this sections apply to mechanical and electrical work. Refer to any and all specification sections for additional requirements and limitations on cutting and patching and repair of mechanical and electrical work.

1.3 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.
- B. Before cutting and patching the following categories of work, obtain the Architect's approval to proceed with cutting and patching as described in the procedural proposal for cutting and patching.
 - 1. Structural steel.
 - 2. Miscellaneous structural metals, including lintels, equipment supports, stair systems and similar categories of work.

3. Structural concrete.
 4. Foundation construction.
 5. Timber and primary wood framing.
 6. Bearing and retaining walls.
 7. Structural decking.
 8. Exterior wall construction.
 9. Piping, ductwork, vessels and equipment.
- C. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.
- D. Before cutting and patching and repair the following elements of work, and similar work elements where directed, obtain the Architect's approval to proceed with cutting and patching as proposed in the proposal for cutting and patching and repair.
1. Primary operational systems and equipment.
 2. Water/moisture/vapor/air/smoke barriers, membranes and flashings.
 3. Noise and vibration control elements and systems.
 4. Control, communication, conveying, and electrical wiring systems.
- E. Visual Requirements: Do not cut and patch and repair areas or work exposed on the building's exterior or in its occupied spaces, in a manner that would, in the Architect's opinion, result in lessening the building's aesthetic qualities. Do not perform work without patching and repairing existing conditions in a manner that would result in substantial visual evidence of work. Remove and replace work judged by the Architect to be cut and patched in a visually unsatisfactory manner.

1.4 SUBMITTALS

- A. Procedural Proposal: Where prior approval of cutting and patching and repair is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable, in the submittal:
1. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to existing work, including structural, operational, and visual changes as well as other significant elements.
 2. List products to be used and firms that will perform work.
 3. Give dates when work is expected to be performed.
 4. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be out-of-service temporarily. Indicate how long utility service will be disrupted.
 5. Where cutting and patching and repair of structural work involves the addition of reinforcement, submit details and engineering calculations to show how that

- reinforcement is integrated with original structure to satisfy requirements.
6. Approval by the Architect to proceed with cutting and patching and repair work does not waive the Architect's right to later require complete removal and replacement of work found to be cut and patched and repaired in an unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Except as otherwise indicated, or as directed by the Architect, use materials for cutting and patching and repairing that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
- B. Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.

3.2 PREPARATION

- A. Temporary Support: To prevent failure provide temporary support of work to be cut.
- B. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
 1. Avoid interference with use of adjoining areas or interruptions of free passage to adjoining areas.
- C. Take precautions not to cut existing pipe, conduit, or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching and repair work. Except as otherwise indicated or as approved by the Architect, proceed with cutting and patching at the earliest feasible time and complete work without delay.

- B. Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.
 - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
 - 2. By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-pass and cutting, cap, valve or plug and seal tight remaining used portion of pipe and conduit to prevent entrance of moisture or other foreign matter. Remove all abandoned wire, conduit and piping back to origin.
- C. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
- D. Restore exposed finishes of patched areas and all areas of new work and where necessary extend finished restoration into retained adjoining work in a manner which will eliminate evidence of new work, patching and refinishing.
- E. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall and ceiling surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings and replace with new materials.
 - 1. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.
- F. Patch and repair existing ceilings as necessary to provide an even plan surface of uniform appearance.

3.4 CLEANING

- A. Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely point, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 017329

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Samples.
- B. Extra Materials: Deliver to Owner at least <Insert quantity> linear feet (linear m) of each type and color of resilient wall base installed.

PART 2 - PRODUCTS

2.1 RESILIENT BASE

- A. Color and Pattern: As selected by Architect.
- B. ASTM F 1861, Type TS (rubber, vulcanized thermoset).
- C. Group (Manufacturing Method): I (solid).
- D. Style: Cove (base with toe).
- E. Minimum Thickness: 0.125 inch.
- F. Height: 4 inches.
- G. Lengths: Coils in manufacturer's standard lengths.
- H. Outside Corners: Job formed.
- I. Inside Corners: Job formed.
- J. Finish: Satin.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Prepare concrete substrates according to ASTM F 710. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- B. Adhesively install resilient wall base.
- C. Install wall base in maximum lengths possible. Apply to walls, columns, pilasters, casework, and other permanent fixtures in rooms or areas where base is required.

END OF SECTION 096513

SECTION 096813 - TILE CARPETING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Samples.
- B. Extra Materials: Deliver to Owner carpet tiles equal to 5 percent of each type and color carpet tile installed, packaged with protective covering for storage.

PART 2 - PRODUCTS

2.1 CARPET TILE.

- A. Products:
 - 1. Mannington, Urban Grid Collection
- B. Fiber Content: 100 percent nylon 6, 6
- C. Face Construction: Textured pattern loop.
- D. Density: 5,500 (kg/m³).
- E. Pile Thickness: 0.095" for finished carpet tile per ASTM D 6859.
- F. Surface Pile Weight: 14 oz./sq. yd. excluding weight of backings.
- G. Primary Backing: Infinity 2 Modular.
- H. Size: 24 by 24 inches.
- I. Critical Radiant Flux Classification: Not less than 0.22 W/sq. cm per ASTM E 648.
- J. Adhesive: Pressure sensitive releasable adhesive.
 - 1. Mannington Infinity Pressure Sensitive Adhesive.
 - 2. Henry 650R Pressure Sensitive Adhesive.

2.2 CARPET TILE (Accent colors)

- A. Products:

1. Mannington, Color Anchor II (multiple colors as selected by Architect).
- B. Fiber Content: 100 percent nylon 6, 6
- C. Face Construction: Pattern loop.
- D. Density: 5,900 (kg/m³).
- E. Pile Thickness: 0.091" for finished carpet tile per ASTM D 6859.
- F. Surface Pile Weight: 15 oz./sq. yd. excluding weight of backings.
- G. Primary Backing: Infinity 2 Modular.
- H. Size: 24 by 24 inches.
- I. Critical Radiant Flux Classification: Not less than 0.22 W/sq. cm per ASTM E 648.
- J. Adhesive: Pressure sensitive releasable adhesive.
 1. Mannington Infinity Pressure Sensitive Adhesive.
 2. Henry 650R Pressure Sensitive Adhesive.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with CRI 104.
- B. Installation Method: Glue down; releasable, pressure-sensitive adhesive.

END OF SECTION 096813

SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals:
 - 1. Product Data
 - 2. Samples.
- B. Mockups: Full-coat finish Sample of each type of coating, color, and substrate, applied where directed.
- C. Extra Materials: Deliver to Owner 1 quart of each color and type of finish coat paint used on Project, in containers, properly labeled and sealed.

PART 2 - PRODUCTS

2.1 PAINT

- A. Products:
 - 1. Sherwin Williams Pro Mar 200 Zero VOC
 - 2. Benjamin Moore Regal Select.
 - 3. Or, approved equal as per Instructions to Bidders Article 3.
- B. Material Compatibility: Provide materials that are compatible with one another and with substrates.
 - 1. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Use interior paints and coatings that comply with the following limits for VOC content:
 - 1. Flat Paints and Coatings: 0 g/L.
 - 2. Nonflat Paints, Coatings: 0 g/L.
 - 3. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 0 g/L.
 - 4. Floor Coatings: 0 g/L.
 - 5. Primers, Sealers, and Undercoaters: 0 g/L.
 - 6. Zinc-Rich Industrial Maintenance Primers: 0 g/L.
- D. Colors: As selected by Architect.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, lighting fixtures, and similar items that are not to be painted. Mask items that cannot be removed. Reinstall items in each area after painting is complete.
- C. Clean and prepare surfaces in an area before beginning painting in that area. Schedule painting so cleaning operations will not damage newly painted surfaces.

3.2 APPLICATION

- A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated as noted in the paint application schedules.
- B. Paint exposed surfaces[, new and existing,] unless otherwise indicated.
 - 1. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces.
 - 2. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint the back side of access panels.
 - 4. Color-code mechanical piping in accessible ceiling spaces.
 - 5. Do not paint prefinished items, items with an integral finish, operating parts, and labels unless otherwise indicated.
- C. Apply paints according to manufacturer's written instructions.
 - 1. Use brushes only for exterior painting and where the use of other applicators is not practical.
 - 2. Use rollers for finish coat on interior walls and ceilings.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
 - 1. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- E. Apply stains and transparent finishes to produce surface films without color irregularity, cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other imperfections. Use multiple coats to produce a smooth surface film of even luster.

3.3 INTERIOR PAINT APPLICATION SCHEDULE

A. Concrete Masonry Units:

1. Latex: Two coats over latex block filler:

B. Steel:

1. Semigloss Latex: Two coats] over quick-drying alkyd primer:

C. Galvanized Metal:

1. Semigloss Latex: Two coats over waterborne galvanized-metal primer:

D. Dressed Lumber: Including architectural woodwork.

1. Semigloss Latex: Two coats over primer:

E. Gypsum Board:

1. Satin (flat at ceilings) Latex: Two coats over primer/sealer: MPI INT 9.2A.

END OF SECTION 099100

SECTION 099657 – FLOOR MOISTURE VAPOR RETARDER

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, and other related construction documents such as Division 01, Division 03, and Division 09 specifications that apply to this Section

1.2 SUMMARY

- A. This Section included a ready-to-use, one-component, water-based, two-coat system formulated to suppress residual moisture in concrete with RH readings up to 98%.

- 1. One-Component Moisture Vapor Retarder

- B. Related Sections include the following:

- 1. Division 09 Flooring Sections.

1.3 REFERENCES

- A. ASTM 109M, Compressive Strength Air-Cure Only.
- B. ASTM C348, Flexural Strength of Hydraulic-Cement Mortars.
- C. ASTM F2170, Relative Humidity in Concrete Floor Slabs Using in situ Probes.
- D. ASTM E1745, Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.
- E. ASTM D4263, Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
- F. ASTM F710, Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- G. ASTM C1583, Standard Test Method for Tensile Strength of Concrete Surfaces and the Bond Strength or Tensile Strength of Concrete Repair and Overlay materials by Direct Tension.
- H. ASTM D1308, Standard Test Method for Effect of Household Chemicals on Clear and Pigmented Organic Finishes.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used. Include manufacturer's Safety Data Sheets.
- B. Qualification Data: Submit installer qualifications for review by Architect.

1.5 QUALITY ASSURANCE

- A. Installation of the product must be completed by a factory trained applicator, using mixing equipment and tools approved by the manufacturer.
- B. Manufacturer Experience: Provide products of this section by companies which have successfully specialized in production of this type of work for not less than 3 years. Contact Manufacturer Representative prior to installation.

1.6 WARRANTY

- A. Certified applicator must file a pre-installation checklist with the manufacturer and receive written confirmation of the approval to proceed in order to obtain the Warranty. Provide a 10-year warranty.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in original packaging, labeled with product identification manufacturer, batch number and shelf life.
- B. Store products in a dry area with temperature maintained between 50° and 85° F and protect from direct sunlight.
- C. Handle products in accordance with manufacturer's printed recommendations.

1.8 PROJECT CONDITIONS

- A. Do not install material below 50° F surface and air temperatures. These temperatures must also be maintained during and for 48 hours after the installation of products included in this section. Install quickly if substrate is warm and follow warm weather instructions.

PART 2 - PRODUCTS

2.1 FLOOR MOISTURE VAPOR RETARDER

- A. Fast –Track, One-Component Moisture Vapor Retarder.

1. Acceptable Products:
 - a. Schonox MR18, by Schonox of HPS North America.
2. Performance and Physical Properties: Meet or exceed the following values for material cured at 70°F ±3°F and 50% ±5% relative humidity:
 - a. Application: Manual
 - b. Material requirements on clean, absorbent concrete: Approx 425 sq. ft. per unit at 2 coats of 8 mils each. Approx. 100 sq. ft. per gal at 2 coats of 8 mls each.
 - c. 14 pH Solution (ASTM D1308): No effect.
 - d. VOC: 37.5 g/L
 - e. Walkable: Minimum of 2 hours.

2.2 WATER

- A. Water shall be clean, potable, and sufficiently cool (not warmer than 70°F).

PART 3 - EXECUTION

3.1 PREPARATION

- A. Concrete Subfloors: Prepare substrate in accordance with manufacturer's instructions.
 1. Prior to proceeding please refer to ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. All concrete subfloors must be structurally sound and solid, surface dry and thoroughly clean and free of all dust, dirt, oil, grease, wax, asphalt, paint, patching compounds, curing and sealing compounds, form release and any contaminant that could act as a bond breaker. If necessary, mechanically clean the floor down to ensure the surface is porous. Over-water, frozen or otherwise weak concrete surfaces also must be cleaned down to sound, solid concrete by mechanical methods. Sanding equipment is not an effective method to remove contaminants from concrete. Acid etching, solvents, sweeping compounds and adhesive removes are not acceptable means of cleaning substrate.
 2. In order to obtain a solid bond, the concrete must be clean and absorbent.
 3. The concrete must have a minimum tensile strength of at least 150 psi for areas to receive normal foot traffic and 200 psi for areas of heavy commercial traffic when tested in accordance with ASTM C1583.
 4. Prior to beginning the installation, the relative humidity within the concrete must be measured (ASTM F2170). Results must be 98% RH or less. For RH results up to 98%, the installation area must be enclosed and acclimated and the ambient humidity must not exceed 60%. Submit results to the Architect.

5. The surface of the concrete must be completely dry at the time the product is installed. Verify concrete surface dryness by mat testing in conformance with ASTM D4263. This test must be conducted for at least 4 hours, which is the time required to set sufficiently.
6. To ensure that condensation does not form, it is extremely important to check the surface temperature of the concrete just prior to installation to verify this temperature is at least 5°F higher than the dew point for the given temperature and humidity in the space and rising.
7. All dormant control joints and dormant cracks greater than a hairline (1/32") must be pre-filled with a two-part, low viscosity, 100% solids, rigid crack and joint filler per manufacturer. Dormant cracks and dormant control joints must be filled in strict accordance with the installation instructions provided by the manufacturer. Once the dormant cracks and dormant control joints have been filled properly, broadcast sand to refusal, and allow these areas to cure thoroughly. Remove all excess sand prior to proceeding with the product installation.
8. All moving joints and moving cracks must be honored up through the product, the underlayment and the floor covering by installing a fully flexible sealing compound designed specifically for use in moving joints.

3.2 APPLICATION

- A. Examine substrates and conditions under which materials will be installed. Do not proceed with installation until unsatisfactory conditions are corrected. Install at all areas of new flooring.
- B. Coordinate installation with adjacent work to ensure proper sequence of construction. Protect adjacent areas from contact due to mixing and handling of materials.
- C. Mixing: Comply with manufacturer's printed instructions and the following.
 1. Thoroughly mix with a low speed drill and paint mixing paddle until the material is evenly distributed throughout the container. Do not add water or other additives.
- D. Application: Comply with manufacturer's printed instructions and the following.
 1. Immediately apply the freshly mixed product to the prepared concrete. For best results, pour in a serpentine pattern and roll at a 90° angle to the direction of the pour using a short-nap roller. The use of a professional style roller cage is highly recommended. Roll the material in a uniform direction, without interruption and at a thickness of 8 mils. To minimize the potential for pinhole formation, work into the surface with the roller to ensure maximum penetration. The product can also be worked into the surface with a paintbrush for hard-to-reach areas and corners. Once an area has been coated completely, allow this to dry to a tack-free film for a minimum of 30 minutes.

2. Once the first coat is dry, apply the second coat at right angles to the first and install without interruption and in a uniform direction at a thickness of 8 mils. Allow the second coat to dry completely (approximately 2 hours). Note: Do not allow more than 24 hours of dry time between coats. If the product was not worked into the surface sufficiently to prevent pinholes, you must apply another coat.

E. Re-test the substrate for moisture emissions prior to installing the floor covering.

3.3 DIRECT APPLICATION OF FINISH FLOORING

- A. Install finish floor directly over moisture vapor retarder. Follow mfr standard recommendations.

3.4 FIELD QUALITY CONTROL

- A. Where required, contact manufacturer for field sampling methods and procedures.

3.5 PROTECTION

- A. Avoid all general traffic over the surface until the product is completely dry (approximately 2 hours). If the underlayment will not be installed immediately, protect the surface from construction traffic, dirt and debris using Masonite or similar. Regarding the underlayment installation, prior to the installation of the finish flooring, the surface of the underlayment should be protected from abuse by other trades by the use of plywood, Masonite or other suitable protection course.

END OF SECTION 099657