



**Brossett  
Architect**

PROJECT DESIGN TEAM:  
David Brossett, AIA  
Laila Jones  
Caden Camardelle  
Kayla Smith

Project Manual

October 15, 2025

---

**Moss Bluff Parks and Recreation  
Open Air Pavilion Renovation  
1180 Don Manuel Boulevard  
Lake Charles, LA  
Project No. 25018**

---

Community Center & Playground District No. 4 of Ward 1  
1180 Don Manuel Boulevard  
Lake Charles, Louisiana



## TABLE OF CONTENTS

### DIVISION 00

- Advertisement
- Instructions to Bidders
- Scope of Work
- Contract Form
- Byrd Anti-Lobbying Certification
- Insurance Requirements
- FEMA Required Contract Clauses
- Louisiana Uniform Public Work Bid Form
- Bid Bond
- Subcontractor Listing
- Contractor Compliance Certificate on Electrical Subcontractors
- Non-Collusion Affidavit of Prime Bidder
- Affidavit (RS 38:2224, 2190, 2290-2296)
- Attestation Form (38:2227)
- Affidavit (38:2212.10)
- Monthly Form Electrical Subcontractors
- AIA A201 General Conditions of the Contract
- Supplementary Conditions
- Costing, EHP, and Recovered Material Requirements
- Performance and Payment Bond
- Louisiana Dept of Revenue Tax Exempt Form R-1020
- Change Order
- Recommendation of Acceptance
- Beneficial Occupancy
- Special Provisions

### DIVISION 01

#### GENERAL REQUIREMENTS

- Section 011000 Summary
- Section 012000 Price and Payment Procedures
- Section 013000 Administrative Requirements
- Section 014216 Definitions & Standards
- Section 014219 References
- Section 014500 Quality Requirements
- Section 015000 Temporary Facilities and Controls
- Section 016000 Product Requirements
- Section 017000 Execution and Closeout Requirements
- Section 017329 Cutting and Patching and Repair

### DIVISION 09

#### FINISHES

- Section 099600 High Performance Coating

### DIVISION 26

#### ELECTRICAL

- Section 260500 Common Work Results for Electrical



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

Section 011000	Summary
Section 012000	Price and Payment Procedures
Section 013000	Administrative Requirements
Section 014216	Definitions & Standards
Section 014219	References
Section 014500	Quality Requirements
Section 015000	Temporary Facilities and Controls
Section 016000	Product Requirements
Section 017000	Execution and Closeout Requirements
Section 017329	Cutting and Patching and Repair
Section 099600	High Performance Coating
Section 260500	Common Work Results for Electrical



## ADVERTISEMENT

The Board of Commissioners on behalf of the Community Center & Playground District No. 4 of Ward 1, Lake Charles, LA, does hereby advertise for sealed bids and will open same on:

1. Wednesday, November 19, 2025.
2. At the Offices of the Community Center & Playground District No. 4 of Ward 1, 1180 Don Manuel Boulevard, Lake Charles, Louisiana, at the hour of 3:30 p.m. Central Time Zone
3. For the "Moss Bluff Parks and Recreation Open Air Pavilion Renovation."
4. Contract documents, including drawings and technical specifications, are on file at the office of Brossett Architect, LLC, 414 Pujo Street, Lake Charles, Louisiana, 70601, or by calling 337/439-8400. Complete documents in electronic form only may be obtained from the Project Architect upon request. Project documents will be available until twenty-four (24) hours before the bid opening.

\*Prime bidders is defined as licensed Building Contractors submitting a bid for this project as such.

5. Preference is given to materials, supplies, and provisions that are produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside the State.
6. 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 a certified check or cashier's check drawn on a bank insured by the FDIC, or the Special District Bid Bond Form contained in 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, all in accordance with LSA—R.S. 38:2218. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.
7. 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 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, all in accordance with LSA—R.S. 38:2219.

ADVERTISEMENT

Moss Bluff Parks and Recreation Open Air Pavilion Renovation

Page 2

8. Bids shall be accepted only from contractors who are licensed under LSA—R.S. 37:2150-2163 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 LSA—R.S. 38:2214.
9. The Owner reserves the right to reject any and all bids for just cause as permitted by LA R.S. 38:2214B. 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. 38:2212B(1), the provisions and requirements of this Section, and those stated in the bidding documents shall not be waived by any entity.
10. The Owner shall incur no obligation to the Contractor/Bidder until the Contract between the Owner and the Contractor/Bidder is fully executed.
11. A **Pre-Bid Conference** will be held on Wednesday November 5, 2025 at 2:30 p.m. Central Time Zone at 1180 Don Manuel Boulevard, Lake Charles, Louisiana.
12. Official action on this bid will be taken within forty-five (45) days by the Community Center & Playground District No 4 of Ward 1, except as may be extended by mutual written consent with the lowest responsible bidder.
13. All bids must be plainly marked and also should contain the following on the outside of the envelope:

BID FOR “Moss Bluff Parks and Recreation Open Air Pavilion Renovation, #25018BA”.

Connie Hoffpauir, President  
Community Center & Playground District No 4 of Ward 1

RUN: Lake Charles American Press –      October 24, 2025

October 31, 2025

November 7, 2025

## INSTRUCTIONS TO BIDDERS

### ARTICLE I

#### Definitions

1.1 The bidding documents include all documents in the project manual and the following:

Advertisement

Instructions to Bidders

Contract Form

Insurance Requirements

Scope of Work

Louisiana Uniform Public Work Bid Form

Louisiana Uniform Public Work Unit Price Form (if applicable)

Bid Bond

Subcontractor Listing

Contractor Compliance Certificate on Electrical Subcontractors

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)

Monthly Form Electrical Subcontractors Certification

General Conditions of the Contract for Construction,

AIA Document A201-2017

Performance and Payment Bond Form

Louisiana Department of Revenue Form R-1020

Change Order Form

Recommendation of Acceptance Form

Beneficial Occupancy Form

Specifications

Supplementary Conditions

Drawings

Addenda issued during bid period and acknowledged in Bid Form

Special Provision

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 Subcontractor's Listing, the Contractor Compliance Certificate on Electrical Subcontractors, the Non-Collusion Affidavit of Prime Bidder, the Affidavit (LSA – R.S. 38:2224 2190 2290-2296), Attestation Form (R.S. 38:2227), and Affidavit Form (R.S. 38:2212.10).

## INSTRUCTIONS TO BIDDERS

Page 2

These forms can be sent to the Project Architect or Project Engineer, on behalf of the Owner.

- 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.
- 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 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.

## INSTRUCTIONS TO BIDDERS

Page 3

### 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.
  - 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. The deposit will be refunded as stated in the Advertisement for Bids. No deposits will be refunded on Bidding Documents returned later than ten (10) days after receipt of Bids.
  - 3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner 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 Owner has implemented the procedures related to this requirement that electronic bidding be an option for Contractors to submit bids on all projects.

## INSTRUCTIONS TO BIDDERS

Page 4

3.1.4 The Owner 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.

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.

## INSTRUCTIONS TO BIDDERS

Page 5

### 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 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 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. The Owner shall be consulted prior to the issuance of such an Addendum, and shall approve such issuance.
- 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.

## INSTRUCTIONS TO BIDDERS

Page 6

- 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).
- 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 Owner 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 Owner as stipulated damages, not as penalty.

## INSTRUCTIONS TO BIDDERS

Page 7

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

### 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 Owner has implemented the procedures related to this requirement that electronic bidding be an option for Contractors to submit bids on all Owner projects.

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 Owner 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 1180 Don Manuel Boulevard, Lake Charles, LA. Due to the aftermath of Hurricane Laura and Delta, U.S. Postal Service and Fed-Ex services are limited in our area and bids may not be received by the opening date utilizing this delivery option. Please keep this in mind when utilizing this delivery option. The Owner is not responsible for any delays caused by the Bidder's chosen means of delivery.

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 Owner will not consider notation written on outside of Bid Envelope which has the effect of amending the Bid.

## INSTRUCTIONS TO BIDDERS

Page 8

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

#### 5.3 Acceptance of Bid

## INSTRUCTIONS TO BIDDERS

Page 9

- 5.3.1 Determination of the low bidder shall be on the basis of the sum of the Base Bid and Alternates accepted. The Owner 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 Owner 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) calendar days after the bid opening.
  - 6.1.1 The apparent low bidder shall submit to the Owner, or the Project Architect or Project Engineer, on behalf of the Owner, within ten (10) days after the bid opening, a list of all Subcontractors or other persons or organizations (if any) proposed for the principal portions of the work. Also, the Contractor shall provide a designation of the work to be performed by the Contractor with his own forces.
  - 6.1.2 See enclosed Subcontractor's Listing Form. The specifications on projects of public improvement shall set forth those categories of subcontractors whose names must be submitted and shall provide that no Subcontractor whose name has not been included on the list submitted by the apparent low bidder to the Owner, or the Project Architect or Project Engineer, on behalf of the Owner, within ten (10) days after the bid opening, may be engaged in connection with the project as bid or perform work in connection therewith unless any change or modification has been approved by the Owner, or unless the General Contractor has submitted to the Owner an affidavit in the appropriate format certifying that he has entered into bona fide written contracts with the listed Subcontractors. In the latter case, Owner approval of any modification will not be required, but notice of the change must be given to the Owner prior to the actual change.
  - 6.1.3 In addition to the list of names of Subcontractors submitted in conjunction with a project of public improvement, the Subcontractor's license number and federal identification number shall also be provided.
  - 6.1.5 See enclosed Contractor Compliance Certificate on Electrician Subcontractors. There shall be a requirement that any party bidding to perform electrical work of any nature under this contract shall not be deemed a "responsible bidder" unless it certifies that it will employ electricians on the project(s) in question who are certified as participating in a program of training and education or as having successfully completed such programs that are conducted or supervised by the

## INSTRUCTIONS TO BIDDERS

Page 10

National Joint Apprenticeship and Training Committee of the Electrical Industry and the Louisiana Department of Labor, Office of Regulatory Services, Labor Programs Section, Apprenticeship Division. The electrical Subcontractor shall provide through the General Contractor on a monthly basis a signed certificate on a form provided by the Owner verifying compliance with the provisions of this section. This form shall be executed and submitted to the Owner, or the Project Architect or Project Engineer, on behalf of the Owner, within ten (10) days after the bid opening by the apparent low bidder.

- 6.1.6 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 Owner, or the Project Architect or Project Engineer, on behalf of the Owner, within ten (10) days after the bid opening.
- 6.1.7 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 Owner, or the Project Architect or Project Engineer, on behalf of the Owner, within ten (10) days after the bid opening.
- 6.1.8 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 Owner, or the Project Architect or Project Engineer, on behalf of the Owner, within ten (10) days after the bid opening.
- 6.1.9 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 Owner, or the Project Architect or Project Engineer, on behalf of the Owner, within ten (10) days after the bid opening.
- 6.2 At the preconstruction conference, the Contractor shall submit the following information to the Architect:

A breakdown of the contract cost into divisions of the C.S.I. No payments will be made to the Contractor until this is received.

## INSTRUCTIONS TO BIDDERS

Page 11

### 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 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 Owner, 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 Owner, a draft copy of which is bound in the Bidding Documents. The draft contract is subject to change at the Owner's discretion when deemed necessary.

##### 8.2 Award

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

### ARTICLE IX

## INSTRUCTIONS TO BIDDERS

Page 12

### 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 subject to pay to the Owner, Stipulated Damages in the amount as stated in the Special Provisions section included in these bid documents and the executed contract between the Owner 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 Owner 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

- 12.1 The Owner expresses its desire that fair wages be paid to employees working on the contract.

## INSTRUCTIONS TO BIDDERS

Page 13

### ARTICLE XIII

#### Use of Minority Subcontractors

13.1 The Owner has gone on official record to encourage General Contractors to award at least ten percent (10%) of their subcontracted work to minority Contractors.

13.2 For the purposes of this Article, minority shall be defined as stipulated by LA—R.S. 38:2233.2E. (1) (2) which are as follows:

E. (1) "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:

(a) American Indian or Alaskan Native: having origins in any of the original peoples of North America.

(b) Asian American: having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

(c) Black: having origins in any of the black racial groups of Africa.

(d) Female.

(e) Hispanic: of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.

(2) "Minority business enterprise" or "Minority-owned business" means a small business organized for profit performing a commercially useful function which is owned and controlled by one or more minority individuals or minority business enterprises. "Owned and controlled" means a business in which one or more minorities or minority business enterprises own at least fifty-one percent (51%) or in the case of a corporation at least fifty-one percent (51%) of the voting stock and control at least fifty-one percent (51%) of the management and daily business operations of the business.

### ARTICLE XIV

#### Sales and Use Tax Exemption

14.1 In accordance with applicable rules adopted and promulgated by the Louisiana Department of Revenue, the Owner shall designate the Contractor and all Subcontractors as its agents for the purchase and lease of materials, supplies or equipment for the project. The Contractor and all Subcontractors shall accept the agency designation. The designation and acceptance thereof shall be made on the

## INSTRUCTIONS TO BIDDERS

Page 14

form prescribed by the Louisiana State Department of Revenue which form shall be part of the contract between the Owner and the Contractor. A copy of this form is hereby made part of these front end documents.

The agency relationship between the Owner and the Contractor and all Subcontractors shall relieve the Contractor and Subcontractors (1) from paying any state or local sales or state or local use taxes on materials, supplies or equipment which is affixed to and/or made a part of the real estate of the project or work or which is permanently incorporated into the project or work and, (2) from paying any state or local use taxes on any materials, supplies or equipment which is leased and used exclusively for the project or work. Accordingly, in preparing their bids and computing costs, the Contractor and Subcontractors shall not consider sales and/or use taxes which would otherwise be due.

The Contractor and Subcontractors shall furnish a copy of such certificate to all vendors or suppliers of any of the materials, supplies or equipment described above.

The Contractor and Subcontractors shall make all purchases and leases on behalf of and as the agent of the Owner.

Rules and regulations of the Louisiana Department of Revenue shall prevail over any conflicting provisions or specifications of the contract.

## ARTICLE XV

### Drug Screen Testing

- 15.1 By submittal of this bid, Contractor hereby certifies that it has in place and employs a pre-employment drug screen test for each employee of Contractor and administers periodic random drug screen testing for each such employee and agrees that it will not enter into any Subcontractor agreement, whether verbal or written, unless said Subcontractor has in place and employs pre-employment drug screen testing and periodic random drug screen testing. All such pre-employment drug screen testing and random testing shall meet or exceed the standards for drug screen testing as promulgated by the Associated General Contractors of Louisiana.

ARTICLE XVI

Dismissal of Contractor's Employee

- 16.1 At the request of the Owner, the Contractor shall remove from the Owner'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 Owner against any claims arising from the removal of any such employee from the Owner's project.

## Scope of Work

This project consists of a new sports surfacing at the open air gym part of the existing open air pavilion, new lights in the area over the new surfacing, new lights at the two existing playgrounds, and all other work as noted in the project manual and on the drawings.

## CONSTRUCTION CONTRACT

STATE OF LOUISIANA  
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the Community Center & Playground District No. 4 of Ward 1, hereinafter referred to as "DISTRICT," a political subdivision of the State of Louisiana, represented herein by its duly authorized Representative, Toni Wilcox, and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR," and represented herein by its duly authorized Representative, Seth Priola.

WHEREAS, the DISTRICT has solicited, received and analyzed competitive bids for Moss Bluff Parks and Recreation Open Air Pavilion Renovation, which is the legal responsibility of the DISTRICT, and

WHEREAS, the DISTRICT has duly awarded the CONTRACTOR as the successful proposer for the referenced construction activity, products and/or services as hereinafter set forth and in accordance with all local, state and federal regulations governing the expenditure of public funds in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), and

WHEREAS, the DISTRICT considers the public benefit of Moss Bluff Parks and Recreation Open Air Pavilion Renovation to be proportionate to the costs associated with this activity, and

WHEREAS, the CONTRACTOR shall provide all materials, equipment and labor and perform all the work required to accomplish the designated scope of work in a thorough and workmanlike manner to the satisfaction of the DISTRICT or the DISTRICT'S architect/engineer and in accordance with all plans and specifications, instructions, general and/or standard terms and conditions, any addenda issued, and the "Bid" documents, including alternates, unit prices and allowances (when applicable) on file with the District or the District's architect, which are as much a part of this agreement as if repeated verbatim herein.

NOW THEREFORE, the DISTRICT and the CONTRACTOR do mutually agree to the following terms and conditions of this agreement:

## **1. Scope of Work**

The DISTRICT hereby agrees to engage the CONTRACTOR to provide the construction activity, products and/or services inclusive in the DISTRICT'S "Bid" identified as "Moss Bluff Parks and Recreation Open Air Pavilion Renovation". This project involves improvements to an existing facility.

Any additional construction activity, products and/or services not specifically listed in the "Bid" but required by the DISTRICT and available to the CONTRACTOR may be added to the terms of this agreement at a mutually agreed upon price, subject to the verification of cost reasonableness of said change order.

## **2. Term of Agreement**

The initial term of this agreement shall commence upon execution of the agreement and shall continue until the completion of the project listed in the Scope of Work and all payments have been made. The CONTRACTOR will begin performance immediately after receiving the work order or "Notice to Proceed" and shall complete the project within 150 calendar days from that date.

If the time frame extends beyond the completion time period then the CONTRACTOR will notify the DISTRICT or the DISTRICT'S architect and follow the specific procedures identified in the plans and specifications, instructions, general and/or standard terms and conditions, any addenda issued, and the "Bid" documents, where applicable. Stipulated damages will be assessed in accordance with the plans and specifications, instructions, general and/or standard terms and conditions, any addenda issued, and the "Bid" documents, where applicable for any project not completed within the contractually authorized time period. If these referenced documents are silent with respect to this information then liquidated or stipulated damages will be assessed in the amount of five hundred dollars (\$500.00) per day for any project not completed within the contractually authorized time period.

## **3. Payment Terms**

Under this agreement, the DISTRICT agrees to pay the CONTRACTOR \_\_\_\_\_ (\$\_\_\_\_\_) which is inclusive of all amounts properly due under the terms and conditions set forth in the "Bid" documents. If the "Bid" documents are silent with respect to payment and related terms then the CONTRACTOR will issue at least monthly invoices for which the DISTRICT will, in all good faith, attempt to review and process for payment within a reasonable time period. If the "Bid" documents are silent with respect to retainage amounts, then ten (10) percent of the total payment amount will be withheld for projects less than five hundred thousand (\$500,000) dollars or five (5) percent of the total payment amount will be withheld for projects equal to or greater than five hundred thousand (\$500,000) dollars both of which are provided in Louisiana Revised Statute 38:2248.

#### **4. Amendments and Assignments**

If there is a need to review and/or revise this agreement, the requesting party shall comply with the provisions of the “Bid” documents. If the “Bid” documents are silent with respect to amendments then the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

#### **5. Records and Audits**

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order or as required by law.

#### **6. Liability, Indemnity and Insurance**

The CONTRACTOR shall perform the scope of work hereunder in accordance with all plans and specifications, instructions, general and/or standard terms and conditions, any addenda issued and the “Bid” documents, including alternates, unit prices and allowances (if applicable) as well as complying with all applicable laws and regulations. All construction activity, products and/or services will be provided or performed in a thorough and workmanlike manner to the satisfaction of the DISTRICT.

This agreement is intended for the benefit of the DISTRICT and the CONTRACTOR and does not confer any rights upon any other third parties. All rights by and between the DISTRICT and the CONTRACTOR are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The CONTRACTOR will indemnify, defend, and hold harmless the DISTRICT, including the DISTRICT’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 DISTRICT 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 DISTRICT, its employees or agents in carrying out the DISTRICT’S duties and obligations under the terms of this agreement. This section will survive the termination of this 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.

The CONTRACTOR will comply with the insurance requirements as specified in the "Bid" documents and attached. Evidence of compliance with the attached insurance requirements will be provided to the DISTRICT prior to the commencement of any work.

As specified in the "Bid" documents, the CONTRACTOR is also required to provide the appropriate Payment and Performance Bonds in amounts equal to one hundred percent (100%) of the contract amount, estimated currently to be \_\_\_\_\_ dollars (\$ \_\_\_\_). The CONTRACTOR is also required to maintain all contracting and/or other licenses as may be required by the Louisiana State Licensing Board for Contractors as well as other regulatory agencies.

## **7. Independent Contractor Status**

The CONTRACTOR shall provide the services contemplated under this agreement as an independent contractor and not as an employee, agent, joint venturer, subcontractor or partner of the DISTRICT. Nothing in this agreement shall be construed as creating any other relationship between the CONTRACTOR and the DISTRICT, or between any employee, agent, joint venturer, subcontractor or agent of the CONTRACTOR and the DISTRICT. During the term of this agreement, all persons employed by CONTRACTOR shall be an employee of the CONTRACTOR for purposes of the CONTRACTOR'S benefit programs for plans now existing or hereafter created, workers compensation, compensation, and payment and withholding of federal, state and local income, social security, unemployment, Medicare, and other payroll taxes.

The CONTRACTOR acknowledges that he is an independent contractor within the meaning of Louisiana workers compensation law, specifically Louisiana Revised Statute 23:1021 (6). The CONTRACTOR is rendering a service, other than manual labor, for a specified recompense for a specified result either as a unit or as a whole, under the control of the DISTRICT as to the result of his work only, and not as to the means by which such result is accomplished.

## **8. Warranties, Termination of Agreement and Dispute Resolution**

The CONTRACTOR warrants the following: (a) that it has the experience and ability to perform the scope of work required in this agreement, (b) that it will perform said scope of work in a professional, competent and timely manner, (c) that its services, reports and materials furnished hereunder will be as represented, (d) that it has the power to enter into and perform this agreement, and (e) that its performance of this agreement shall not infringe upon or violate any third party's rights or any federal, state or municipal laws, including the proper handling of any waste disposals that may result from the services provided herein.

While both parties agree to negotiate all contractual disputes in good faith, the DISTRICT reserves the right to terminate this agreement at any time upon written notice of termination, in which event, the CONTRACTOR will be reimbursed for all construction activity, products and/or services satisfactorily provided up until the date of termination. Either party may terminate this agreement “for cause” with written notice to the other party within fifteen (15) days stating the cause for termination. Upon receipt, the other party shall have thirty (30) days to satisfactorily remedy, correct or remove the cause for termination. If the notice of termination is by the DISTRICT then the DISTRICT may withhold payment of any costs and fees related to, arising from or incidental to the stated cause or causes for termination.

If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14<sup>th</sup> Judicial District Court for Calcasieu Parish, Louisiana. In addition, if it is necessary to enforce this agreement in any judicial or arbitration forum, then the parties agree that whoever substantially prevails in the litigation shall be entitled to reasonable attorney’s fees and costs as fixed by the Court or Arbitrator.

## **9. Severability, Entire Agreement and Captions**

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any attached documents, and any referenced documents, including the “Bid” documents, represent the entire agreement between the DISTRICT and the CONTRACTOR and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

## **10. No Authorship Presumptions**

The DISTRICT and the CONTRACTOR have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The DISTRICT and the CONTRACTOR hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

## **11. Address of Notices and Communications**

All notices between the DISTRICT and the CONTRACTOR provided for pursuant to this agreement shall be in writing. The name and address of the DISTRICT'S representative is:

Ms. Toni Wilcox, Facility Manager  
Community Center & Playground District No. 4 of Ward 1  
1180 Don Manuel Boulevard  
Lake Charles, Louisiana

The name and address of the CONTRACTOR'S representative is:

---

---

---

---

In the event that the mailing address of the DISTRICT or the CONTRACTOR changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

THUS DONE AND SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_ 2025, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

**Community Center & Playground District No. 4 of Ward 1:**

\_\_\_\_\_  
Witness Signature

BY: \_\_\_\_\_  
Bill Willis, President

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Notary Printed/Stamped Name  
and Identification Number

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_ 2025, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

**WITNESSES:**

---

Witness Signature

---

Printed Witness Name

---

Witness Signature

---

Printed Witness Name

---

NOTARY PUBLIC

---

Notary Printed/Stamped Name  
and Identification Number

**Contractor:**

---

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

DRAFT

EXHIBIT A

**BYRD ANTI-LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

4. Submit to the owner, or project architect on behalf of the owner, within 10 days after bid opening.

---

Signature of Contractor's Authorized Official

## Calcasieu Parish Police Jury - Insurance Requirements for Projects One Hundred Thousand Dollars and Greater

### Section A - Types of Coverage 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 during the life of this contract a Worker's 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.

## Calcasieu Parish Police Jury - Insurance Requirements for Projects One Hundred Thousand Dollars and Greater

---

### (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 limits.

#### (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  
\$5,000,000 general aggregate

Coverage Specifically Excluded For Project

### (3) Owner's Contractor 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 Contractor 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.

## Calcasieu Parish Police Jury - Insurance Requirements for Projects One Hundred Thousand Dollars and Greater

### (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: operational 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.

## Calcasieu Parish Police Jury - Insurance Requirements for Projects One Hundred Thousand Dollars and Greater

---

### Section B - Other Insurance 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.

## Calcasieu Parish Police Jury - Insurance Requirements for Projects One Hundred Thousand Dollars and Greater

---

### (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.

## **EXHIBIT C: FEDERAL CONTRACT CLAUSES**

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

### **REMEDIES**

See Warranties, Termination and Dispute Resolution section in the Contract for provision addressing Remedies.

### **TERMINATION FOR CAUSE**

See Warranties, Termination and Dispute Resolution section in the Contract for provision addressing Termination for Cause.

### **TERMINATION FOR CONVENIENCE**

See Warranties, Termination and Dispute Resolution section in the Contract for provision addressing Termination for Convenience.

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **CLEAN AIR ACT**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the Calcasieu Parish Police Jury and understands and agrees that the Calcasieu Parish Police Jury will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **FEDERAL WATER POLLUTION CONTROL ACT**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the Calcasieu Parish Police Jury and understands and agrees that the Calcasieu Parish Police Jury will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **SUSPENSION AND DEBARMENT**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Calcasieu Parish Police Jury. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Calcasieu Parish Police Jury, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **BYRD ANTI-LOBBYING ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

## **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. (REQUIRED FOR CONTRACTS AFTER 11/12/20)**

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are *not used* as a substantial or essential component of any system; *and*
    - ii. Are *not used* as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## **DOMESTIC PREFERENCES FOR PROCUREMENTS. (REQUIRED FOR CONTRACTS AFTER 11/12/20)**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide GOHSEP, the Calcasieu Parish Police Jury, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

## **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## **COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## **NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

## **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

**(a)** Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

**(b)** Affirmative steps must include:

- (1)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2)** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5)** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the Calcasieu Parish Police Jury, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Calcasieu Parish Police Jury or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Calcasieu Parish Police Jury data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Calcasieu Parish Police Jury.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** Community Center & Playground District  
No. 4 of Ward 1  
1180 Don Manuel Boulevard  
Lake Charles, LA

*(Owner to provide name and address of owner)*

**BID FOR:** Moss Bluff Parks and Recreation Open Air Pavilion  
Renovation  
1180 Don Manuel Boulevard  
Lake Charles, LA  
Project #: 25018BA

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

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

Brossett Architect, LLC and dated: October 2025

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SPECIAL DISTRICT BID BOND FORM**  
FOR  
Moss Bluff Parks and Recreation Open Air Pavilion Renovation

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

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Community Center & Playground District No. 4 of Ward 1 (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)

## SUBCONTRACTOR LISTING

(See Post Bid Information, Article VI for further instructions.)

Page    of    Pages

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

## **CONTRACTOR COMPLIANCE CERTIFICATE ON ELECTRICAL SUBCONTRACTORS**

In accordance with Article VI, I, the undersigned, do hereby certify that this construction firm will comply with the following requirement of the Community Center & Playground No. 4 of Ward 1:

*Any party bidding to perform electrical work of any nature under this contract shall not be deemed a "responsible bidder" unless it certifies that it will employ electricians on the project(s) in question who are certified as participating in a program of training and education or as having successfully completed such programs that are conducted or supervised by the National Joint Apprenticeship and Training Committee of the Electrical Industry and the Louisiana Department of Labor, Office of Regulatory Services, Labor Programs Section, Apprenticeship Division. The electrical subcontractor shall provide through the general contractor on a monthly basis a signed certificate on a form provided by the Owner verifying compliance with the provisions of this section.*

I will require the electrical subcontractor(s) to submit a signed certificate on the form provided by the Owner on a monthly basis, and said certificate will be submitted by this firm along with the monthly invoice and other appropriate documents.

---

BIDDER

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

---

NAME & TITLE

---

ADDRESS

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

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.

## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF LOUISIANA  
PARISH OF CALCASIEU

\_\_\_\_\_, 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 Community Center & Playground District No. 4 of Ward 1 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)

OWNER: Community Center & Playground District No. 4 of Ward 1

PROJECT NO.: 25018BA

PROJECT NAME: Moss Bluff Parks and Recreation Open Air Pavilion Renovation

LOCATION: 1180 Don Manuel Boulevard, Lake Charles, LA

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, ON BEHALF OF THE OWNER, WITHIN TEN (10) DAYS AFTER THE BID OPENING.

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

**Moss Bluff Parks and Recreation Open Air Pavilion Renovation**  
**NAME OF PROJECT**

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**

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

Moss Bluff Parks and Recreation Open Air Pavilion Renovation  
NAME OF PROJECT

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**

**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.**

MONTHLY FORM  
**ELECTRICAL SUBCONTRACTOR'S CERTIFICATION**

(See Post Bid Information, Article VI for further instructions)

NOTE: this electrical subcontractor's certification shall be properly filled out, executed, and submitted by the electrical subcontractor(s) through the general contractor on a monthly basis, and must be attached to the monthly invoice submitted by the general contractor to the Owner. Electrical subcontractor(s) may make more copies of this form, if additional pages are necessary.

PROJECT: Moss Bluff Parks and Recreation Open Air Pavilion Renovation

Page    of    Pages

CERTIFIED BY:

DATE:



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

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

*(Name and location or address)*

Moss Bluff Parks and Recreation Open Air Pavilion Renovation  
1180 Don Manual Boulevard

Lake Charles, LA

### **THE OWNER:**

*(Name, legal status and address)*

Community Center & Playground District No. 4 of Ward 1  
1180 Don Manuel Boulevard  
Lake Charles, LA 70607

### **THE ARCHITECT:**

*(Name, legal status and address)*

Brossett Architect, LLC.  
414 Pujo 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:**

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

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

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

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



Init.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:01:58 ET on 03/24/2021 under Order No.5821330073 which expires on 03/24/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

/

User Notes: )

2020624458)

## INDEX

(Topics and numbers in bold are Section headings.)

### **Acceptance of Nonconforming Work**

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

### **Access to Work**

**3.16**, 6.2.1, 12.1  
Accident Prevention  
10

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

### Addenda

1.1.1  
Additional Costs, Claims for  
3.7.4, 3.7.5, 10.3.2, 15.1.5

### **Additional Inspections and Testing**

9.4.2, 9.8.3, 12.2.1, **13.4**

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

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

### **Administration of the Contract**

3.1.3, **4.2**, 9.4, 9.5  
Advertisement or Invitation to Bid  
1.1.1

Aesthetic Effect  
4.2.13

### **Allowances** **3.8**

### **Applications for Payment**

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10  
Approvals  
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,  
3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### **Arbitration**

8.3.1, 15.3.2, **15.4**

### **ARCHITECT**

4

**Architect**, Definition of  
**4.1.1**

Architect, Extent of Authority  
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,  
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,  
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1  
Architect, Limitations of Authority and Responsibility  
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,  
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,  
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses  
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract  
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals  
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

### Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1  
Architect's Copyright  
1.1.7, 1.5  
Architect's Decisions  
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,  
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.4.2, 15.2

Architect's Inspections  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions  
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2  
Architect's Interpretations  
4.2.11, 4.2.12

Architect's Project Representative  
4.2.10

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

Architect's Relationship with Subcontractors  
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations  
9.4.2, 9.5.1, 9.10.1

Architect's Site Visits  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

### Asbestos

10.3.1

Attorneys' Fees  
3.18.1, 9.6.8, 9.10.2, 10.3.3

### Award of Separate Contracts

6.1.1, 6.1.2

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

**5.2**

### **Basic Definitions**

**1.1**

### Bidding Requirements

1.1.1

### Binding Dispute Resolution

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

### Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

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

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

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

**1.8**

### Building Permit

3.7.1

### **Capitalization**

**1.3**

Certificate of Substantial Completion  
9.8.3, 9.8.4, 9.8.5

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

Contractor's Employees  
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

**Contractor's Liability Insurance**

**11.1**

Contractor's Relationship with Separate Contractors and Owner's Forces  
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors  
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect  
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations  
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work  
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents  
3.2

Contractor's Right to Stop the Work  
2.2.2, 9.7

Contractor's Right to Terminate the Contract  
14.1

Contractor's Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent  
3.9, 10.2.6

Contractor's Supervision and Construction Procedures  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation  
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications  
1.5, 2.3.6, 3.11

Copyrights  
1.5, **3.17**

Correction of Work  
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

**Correlation and Intent of the Contract Documents**

**1.2**

**Cost**, Definition of  
**7.3.4**

Costs  
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

**Cutting and Patching**

**3.14**, 6.2.5

Damage to Construction of Owner or Separate Contractors  
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work  
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for  
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay  
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

**Date of Commencement of the Work**, Definition of  
**8.1.2**

**Date of Substantial Completion**, Definition of  
**8.1.3**

**Day**, Definition of  
**8.1.4**

Decisions of the Architect  
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**

**9.4.1**, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of  
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions  
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

**Delays and Extensions of Time**

**3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

**Digital Data Use and Transmission**

**1.7**

Disputes  
6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

**3.11**

**Drawings**, Definition of  
**1.1.5**

Drawings and Specifications, Use and Ownership of  
3.11

Effective Date of Insurance  
8.2.2

**Emergencies**

**10.4**, 14.1.1.2, **15.1.5**

Employees, Contractor's  
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

**Failure of Payment**  
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work  
(See Defective or Nonconforming Work)

**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4

**GENERAL PROVISIONS**

**1**

**Governing Law**

**13.1**

Guarantees (See Warranty)

**Hazardous Materials and Substances**  
**10.2.4, 10.3**

Identification of Subcontractors and Suppliers  
5.2.1

**Indemnification**  
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

**Information and Services Required of the Owner**  
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

**Initial Decision**  
**15.2**

**Initial Decision Maker, Definition of**  
1.1.8

Initial Decision Maker, Decisions  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

**Injury or Damage to Person or Property**  
**10.2.8**, 10.4

Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders  
1.1.1

Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

**Instruments of Service, Definition of**  
**1.1.7**

Insurance  
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration  
11.1.4, 11.2.3

**Insurance, Contractor's Liability**  
**11.1**

Insurance, Effective Date of  
8.2.2, 14.4.2

**Insurance, Owner's Liability**  
**11.2**

**Insurance, Property**  
**10.2.5**, 11.2, 11.4, 11.5

Insurance, Stored Materials  
9.3.2

**INSURANCE AND BONDS**

**11**

Insurance Companies, Consent to Partial Occupancy  
9.9.1

Insured loss, Adjustment and Settlement of  
11.5

Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13

**Interest**  
**13.5**

**Interpretation**  
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written  
4.2.11, 4.2.12

Judgment on Final Award  
15.4.2

**Labor and Materials, Equipment**  
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes  
8.3.1

Laws and Regulations  
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of  
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability  
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time  
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

**Materials, Hazardous**  
**10.2.4, 10.3**

Materials, Labor, Equipment and  
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and  
Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

**Mediation**  
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

**Minor Changes in the Work**  
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

## MISCELLANEOUS PROVISIONS

### 13

**Modifications**, Definition of

#### 1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

#### Mutual Responsibility

### 6.2

**Nonconforming Work, Acceptance of**

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

#### Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance  
11.1.4, 11.2.3

#### Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

## OWNER

### 2

**Owner**, Definition of

#### 2.1.1

**Owner, Evidence of Financial Arrangements**

2.2, 13.2.2, 14.1.1.4

**Owner, Information and Services Required of the**

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

**Owner's Insurance**

#### 11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

**Owner's Right to Carry Out the Work**

2.5, 14.2.2

## Owner's Right to Clean Up

### 6.3

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

#### 6.1

**Owner's Right to Stop the Work**

#### 2.4

Owner's Right to Suspend the Work

### 14.3

Owner's Right to Terminate the Contract

### 14.2, 14.4

**Ownership and Use of Drawings, Specifications and Other Instruments of Service**

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

**Partial Occupancy or Use**

### 9.6, 9.9

**Patching, Cutting and**

#### 3.14, 6.2.5

Patents

### 3.17

**Payment, Applications for**

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

**Payment, Certificates for**

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

**Payment, Failure of**

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

**Payment Bond, Performance Bond and**

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

**Payments, Progress**

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

**PAYMENTS AND COMPLETION**

### 9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

### 10.3.1

**Performance Bond and Payment Bond**

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

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

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

**PERSONS AND PROPERTY, PROTECTION OF**

### 10

Polychlorinated Biphenyl

### 10.3.1

**Product Data, Definition of**

#### 3.12.2

**Product Data and Samples, Shop Drawings**

3.11, 3.12, 4.2.7

**Progress and Completion**

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

**Progress Payments**

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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

Subsurface Conditions	
3.7.4	
<b>Successors and Assigns</b>	
<b>13.2</b>	
<b>Superintendent</b>	
<b>3.9, 10.2.6</b>	
<b>Supervision and Construction Procedures</b>	
1.2.2, <b>3.3</b> , 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4	
<b>Suppliers</b>	
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1	
<b>Surety</b>	
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7	
<b>Surety, Consent of</b>	
9.8.5, 9.10.2, 9.10.3	
<b>Surveys</b>	
1.1.7, 2.3.4	
<b>Suspension by the Owner for Convenience</b>	
<b>14.3</b>	
<b>Suspension of the Work</b>	
3.7.5, 5.4.2, 14.3	
<b>Suspension or Termination of the Contract</b>	
5.4.1.1, 14	
<b>Taxes</b>	
3.6, 3.8.2.1, 7.3.4.4	
<b>Termination by the Contractor</b>	
<b>14.1, 15.1.7</b>	
<b>Termination by the Owner for Cause</b>	
5.4.1.1, <b>14.2</b> , 15.1.7	
<b>Termination by the Owner for Convenience</b>	
<b>14.4</b>	
<b>Termination of the Architect</b>	
2.3.3	
<b>Termination of the Contractor Employment</b>	
14.2.2	
<b>TERMINATION OR SUSPENSION OF THE CONTRACT</b>	
<b>14</b>	
<b>Tests and Inspections</b>	
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, <b>13.4</b>	
<b>TIME</b>	
<b>8</b>	
<b>Time, Delays and Extensions of</b>	
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, <b>8.3</b> , 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5	

<b>Time Limits</b>	
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4	
<b>Time Limits on Claims</b>	
3.7.4, 10.2.8, 15.1.2, 15.1.3	
<b>Title to Work</b>	
9.3.2, 9.3.3	
<b>UNCOVERING AND CORRECTION OF WORK</b>	
<b>12</b>	
<b>Uncovering of Work</b>	
<b>12.1</b>	
<b>Unforeseen Conditions, Concealed or Unknown</b>	
3.7.4, 8.3.1, 10.3	
<b>Unit Prices</b>	
7.3.3.2, 9.1.2	
<b>Use of Documents</b>	
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3	
<b>Use of Site</b>	
<b>3.13, 6.1.1, 6.2.1</b>	
<b>Values, Schedule of</b>	
<b>9.2, 9.3.1</b>	
<b>Waiver of Claims by the Architect</b>	
13.3.2	
<b>Waiver of Claims by the Contractor</b>	
9.10.5, 13.3.2, <b>15.1.7</b>	
<b>Waiver of Claims by the Owner</b>	
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, <b>15.1.7</b>	
<b>Waiver of Consequential Damages</b>	
14.2.4, 15.1.7	
<b>Waiver of Liens</b>	
9.3, 9.10.2, 9.10.4	
<b>Waivers of Subrogation</b>	
<b>6.1.1, 11.3</b>	
<b>Warranty</b>	
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2	
<b>Weather Delays</b>	
8.3, 15.1.6.2	
<b>Work, Definition of</b>	
<b>1.1.3</b>	
<b>Written Consent</b>	
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2	
<b>Written Interpretations</b>	
4.2.11, 4.2.12	
<b>Written Orders</b>	
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1	

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

## § 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

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

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

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

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

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

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

## ARTICLE 2 OWNER

### § 2.1 General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

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

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

### **§ 3.6 Taxes**

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

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

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

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

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

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

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

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

### **§ 3.8 Allowances**

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

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

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

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

### **§ 3.9 Superintendent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

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

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

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

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

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

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

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

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

### **§ 4.2.4 Communications**

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

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

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

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

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

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

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

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

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

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **ARTICLE 8 TIME**

## **§ 8.1 Definitions**

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

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

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

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

### **§ 8.2 Progress and Completion**

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

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

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

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

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

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

### **§ 9.2 Schedule of Values**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **§ 9.6 Progress Payments**

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

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

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

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

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

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

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

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

## **§ 9.7 Failure of Payment**

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

## **§ 9.8 Substantial Completion**

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

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

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

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

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

## **§ 9.9 Partial Occupancy or Use**

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

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

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

**§ 9.10 Final Completion and Final Payment**

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

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

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

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

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

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

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**§ 10.1 Safety Precautions and Programs**

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

**§ 10.2 Safety of Persons and Property**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 10.4 Emergencies**

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

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

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

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

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

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

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

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

### **§ 11.2 Owner's Insurance**

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

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

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

### **§ 11.3 Waivers of Subrogation**

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

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

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

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”.

## **3.6 Taxes.**

(Delete Paragraph 3.6 and replace with the following)

The Contractor shall not pay any State or local sales taxes for materials and equipment which become fixed and permanent property of the governmental entity for this project. All forms and guidelines shall be in accordance with the Louisiana Department of Revenue and Taxation. Contained in the bidding documents, the Louisiana Department of Revenue Form R-1020 entitled

Designation of Construction Contractor as Agent of Governmental Entity and Exemption Certificate, for use by the Contractor, Subcontractors, and Material Suppliers for the Project which is required by the State of Louisiana Department of Revenue and Taxation, Sales Tax Division.

### **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.

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.

#### **3.9.2**

### **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.

### **3.18 INDEMNIFICATION**

Delete section and refer to the contractual language in section 6 of the Calcasieu Parish Police Jury's sample contract.

## **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.
- 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  $\frac{1}{2}$  of 1% per day is due, up to a maximum of 15% from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty.

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

Pursuant to La. R.S. 38:2242 and La. R.S. 38:2242.2, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct 125% of such claim

from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the recorder of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

## **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.

**The following information is required on all Disaster Recovery Projects for the Calcasieu Parish Police Jury:**

**I – Costing Information:**

All disaster recovery projects should identify, at a minimum, the following costs categories in pre-bid estimates, bid documents, and contract invoicing:

- (1) Repair costs to restore facility back to pre-disaster condition (FEMA Funding)
- (2) Mitigation costs proposed (FEMA Section 406 Funding)
- (3) Code upgrades related to eligible disaster damaged items (FEMA Funding)
- (4) Code upgrades not related to eligible disaster damaged items (Local Funding)
- (5) Non-disaster related upgrades (Local Funding)

**II - Environmental and Historical Preservation (EHP) Documentation Required:**

At a minimum, the following documents ( which are not an all-inclusive list) must be provided to the Parish for EHP Compliance purposes, where applicable:

- (1) For any activities in or affecting a floodplain or wetland, a notarized copy of Public Notice (PN) demonstrating PN was ran three consecutive days with 15 days for public comment from the last publication date in compliance with 44 CFR 9.12.
- (2) For any activities in or affecting wetlands, USACE Wetland Jurisdictional Determination. Written coordination and/or permits from USACE demonstrating compliance with Clean Water Act and best management practices regarding contractor's methodology for avoiding erosion and sediment from moving from work site.
- (3) For any activities in or affecting a coastal zone, written coordination and/or permits from the Louisiana Dept. of Natural Resources (LDNR), demonstrating compliance with Coastal Zone Management Act.
- (4) For any activities involving non-negligible soil material, written documentation demonstrating that the soil material source came from an approved permitted source or your agency stockpiles.
- (5) For any activities in a floodplain, correspondence from the Parish on compliance with the Calcasieu Parish Floodplain Management Ordinance.

See Exhibit A for a recap of various EHP issues that must be complied with where applicable.

**III - Procurement of Recovered Materials**

Procurement of Recovered Materials as required by 2 CFR Part 200.322 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition. See Exhibit B for the specific Code of Federal Regulation which will help identify any component pieces of a disaster project that might fall under the recoverable materials requirement.



FEMA

# FEDERAL EMERGENCY MANAGEMENT AGENCY ENVIRONMENTAL COMPLIANCE GREENSHEET

## FEMA EM-3538-LA and DR-4559-LA



### Environmental and Historic Preservation Guidance

As a condition of Federal Emergency Management Agency (FEMA) funding, projects must be reviewed for compliance with all applicable environmental laws, regulations, and executive orders (EOs). This “Greensheet” provides you, the Applicant, with guidance on FEMA’s Environmental and Historic Preservation (EHP) review process to help you understand your obligations to ensure that all Federal and State compliance requirements are met and how compliance may impact project funding. FEMA EHP staff is available to answer questions and direct you to other resources as needed.

### Federal Laws and Executive Orders Routinely Encountered During Review

National Environmental Policy Act (NEPA)  
National Historic Preservation Act (NHPA)  
Clean Water Act (CWA)  
Endangered Species Act (ESA)  
Clean Air Act (CAA)

Coastal Zone Management Act (CZMA)  
Coastal Barrier Resources Act (CBRA)  
EO 11988 Floodplain Management  
EO 11990 Wetlands Protection

### Environmental Compliance and Federal Funding

NEPA requires Federal Agencies to assess the environmental and cultural effects of their actions prior to making funding decisions. NEPA incorporates other environmental and historic preservation laws, regulations, and executive orders into the final consideration of the proposed project and its potential alternatives. FEMA has developed several levels of environmental review to streamline the types of projects commonly funded for disaster recovery. A clear scope of work is needed to determine the level of review required under NEPA which can impact project timelines. Some projects may require additional regulatory permitting or consultation with State, Federal, Local, or Tribal entities. FEMA EHP will advise applicants on what to expect during the review process. This guidance includes information regarding many, but not all, of the laws routinely addressed during disaster recovery project review. **The Applicant has several compliance responsibilities that may be required before funding can be approved or work can proceed. Failure to comply with applicable Federal, State, and local environmental and historic preservation laws could jeopardize or delay potential funding.**

### Debris and Hazardous Materials

Debris cleanup must be documented from removal to final disposition. For debris taken to a permitted landfill, **the location and permit number for the landfill** should be included in the project worksheet. It is important to note, the removal of root balls must be approved by FEMA EHP prior to removal. **Temporary emergency staging** sites for the stockpiling, reduction, and/or burning of disaster debris must be approved by the Louisiana Department of Environmental Quality (LDEQ) and the Louisiana State Historic Preservation Office (SHPO). Applicants are required to complete the LDEQ Emergency Debris Site (EDS) Request Form and the SHPO Site Request Form and fax or email the appropriate form to each agency. Once approved, the forms will be returned to the Applicant. **The applicant must provide FEMA with the approved forms.** If sandbagging has been used, it should be determined if the bags have become contaminated. If so, they must be disposed of in a licensed landfill. Debris must never be staged in a wetland area, even temporarily. Debris can be temporarily staged, stockpiled, or burned in a floodplain during emergency situations when no other alternative is available. However, when the initial emergency is over, the debris or resulting ash must be removed from the floodplain. In order to stage, stockpile, or burn debris in a floodplain, a floodplain permit must be obtained from the local or state floodplain administrator. **Debris removal from wetlands should be coordinated with the United States Army Corps of Engineers (USACE) and may require FEMA consultation with the United States Fish and Wildlife Service (USFWS).** Burn permits may be required by some municipalities.

The debris site request forms and other resources can be found here:  
<https://www.deq.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&pid=disaster-debris-management>

**Hazardous materials** must be disposed of in a manner consistent with all State, Local, and Federal laws. For any debris and/or building demolition containing asbestos, accreditation and disposal approvals may be needed. For these situations, an applicant should **contact the LDEQ**. The applicant is responsible for obtaining and complying with all required permits. Asbestos Disposal Verification Forms (ADVF) and guidance can be obtained at: <https://www.deq.louisiana.gov/page/hurricane>

Animal carcasses may be disposed of using either cremation or burial. For cremation, methods include either incineration or air-curtain pit burning. Incinerators shall be dual burning Type 4 (human and animal remains) approved for use within the state. Air curtain pit burning incorporates an earthen pit and blower which is precisely configured to properly function. Ashes resulting from cremation are considered a solid waste and may be buried on site if soils and water table conditions allow. If conditions are not suitable for onsite burial, ashes will be disposed of in an approved landfill. In either case, the Louisiana Department of Environmental Quality (LDEQ) and Louisiana Department of Agriculture and Forestry (LDAF) will be contacted before burning and/or burying carcasses.

### Coastal Areas

Projects located in mapped Coastal Zone Management Act (CZMA) areas or Coastal Barrier Resources Act (CBRA) units may require additional consistency review or consultation with the Louisiana Department of Natural Resources (LDNR) Office of Coastal Management or USFWS prior to FEMA approval. **The Applicant is responsible for obtaining any required approvals or Coastal Use Permit(s) (CUP) prior to the commencement of work.** The LA CZMA maps and information can be found here:

[http://www.dnr.louisiana.gov/assets/OCM/CoastalZoneBoundary/CZB2012/maps/Revised\\_CZB\\_with\\_Contact\\_Info.pdf](http://www.dnr.louisiana.gov/assets/OCM/CoastalZoneBoundary/CZB2012/maps/Revised_CZB_with_Contact_Info.pdf) If you don't know whether the proposed activity will occur within the Louisiana Coastal Zone Management Area, or if you are in the Louisiana Coastal Management Area but think the proposed activity may be exempt from Coastal Use Permitting or Authorization, you can use LDNR's self-determination tool: <http://sonris-www.dnr.state.la.us/gis/Permit/>

Most new or substantially improved residences, businesses, or other developments in the CBRS are not eligible for certain federal funding and financial assistance, including coverage under the National Flood Insurance Program (NFIP). The CBRA Mapper can be accessed here: <https://www.fws.gov/cbra/Maps/Mapper.html>.

### Work in or near Water or Wetlands

Projects that involve work in or near water or wetlands, including dredging or filling, in-stream debris removal, bank stabilization, mitigation measures, or changes to culverts, crossings, or bridges, may require a permit from USACE. **The applicant is responsible for coordinating and obtaining any required approvals or permits from USACE prior to the commencement of work.**

### Bridge Permits

The U.S. Coast Guard has jurisdiction over bridges that cross navigable waters of the U.S. Permits for construction and certain types of repair activities are administered through the Bridge Administration Program. Obtaining permits is the responsibility of the applicant. Unless it is an emergency action, i.e., immediate threat to life or property, obtaining permits must be procured prior to initiating construction activity.

### Cultural Resources/Historic Properties

Section 106 of the NHPA requires Federal Agencies to take into account the effects of their activities on historic properties prior to the approval of the expenditure of Federal funds. FEMA has an executed Statewide Programmatic Agreement with SHPO and federally recognized Tribes with an interest in Louisiana that allows FEMA to expedite many types of disaster recovery work that have been demonstrated through experience not to have an adverse effect on historic properties. Projects involving facilities or structures that are **45 years** of age or older may require FEMA consultation with SHPO and/or Tribes. All ground disturbing activities, including staging areas and soil borrow sources, must be reviewed by a FEMA Archaeologist and may require FEMA consultation with SHPO and Federally Recognized Tribes. A clear scope of work, including **the age of any existing buildings or structures** and the location and description of **all ground disturbing activities** is required to complete a review of the project. In the current virtual environment, photographs will be required.

## Floodplains and Wetlands

FEMA reviews all projects to determine if they affect or will be affected by the floodplain and/or wetland under Executive Orders (EO) 11988 and 11990. The objective of these Orders is to minimize and/or avoid future impacts to the natural and beneficial values of floodplains and wetlands as well as impacts to facilities repaired or replaced using Federal funds. Projects located within these resource areas may require the use of the "8-step" decision making process, requiring public notification and involvement in the consideration of the proposed project and any practicable alternatives. **The applicant is responsible for obtaining any required approvals or permits from the local floodplain administrator for any projects located within the floodplain and USACE for projects located in a jurisdictional wetland.**

## Threatened and Endangered Species and Critical Habitat

Projects that involve work in water or are located within a natural area may have the potential to affect Threatened and Endangered Species or Critical Habitat. Some projects may require additional consultation with USFWS specific to the work to be performed and individual species of concern. The presence of Threatened and Endangered Species or Critical Habitat may affect project design, construction timeframes, or require best management practices to minimize adverse effects. **Projects with the potential to affect Federally protected species may require FEMA consultation with USFWS prior to the commencement of work.** Federally protected species in your area can be found here: <https://www.fws.gov/southeast/lafayette/project-review/>. FEMA is able to expedite the review of many types of disaster recovery work which have been demonstrated through experience not to cause adverse affects. Emergency Consultations for locations and/or species under the jurisdiction of the National Oceanic and Atmospheric Administration (NOAA) can be found at: <https://www.fisheries.noaa.gov/content/endangered-species-act-emergency-consultations-southeast> for ESA and <https://www.fisheries.noaa.gov/southeast/habitat-conservation/essential-fish-habitat-emergency-consultations-southeast> for Essential Fish Habitat.

## Contact Information

### FEMA EHP

Jeramé J. Cramer  
EHP Advisor  
Cell (504) 247-7771  
[Jerame.cramer@fema.dhs.gov](mailto:Jerame.cramer@fema.dhs.gov)

### FEMA EHP

Tiffany Spann Winfield  
EHP Deputy Advisor  
Cell (504) 218-6800  
[tiffany.spann@fema.dhs.gov](mailto:tiffany.spann@fema.dhs.gov)

### FEMA EHP

Kevin Jaynes  
Regional Environmental Officer R6  
Office (940) 383-7224  
Cell (940) 230-5126  
[Kevin.Jaynes@fema.dhs.gov](mailto:Kevin.Jaynes@fema.dhs.gov)

### National Oceanic and Atmospheric Administration (NOAA)

**NOAA Marine Debris Program**  
Caitlin Wessel  
Office (251) 222-0276  
[caitlin.wessel@noaa.gov](mailto:caitlin.wessel@noaa.gov)

### US Coast Guard

**Gulf District 8**  
Mike Sams  
Office (504) 2234  
[Michael.K.Sams@uscg.mil](mailto:Michael.K.Sams@uscg.mil)

### US Environmental Protection Agency (EPA)

Raul Gutierrez  
Office (214) 665-6697  
[Gutierrez.raul@epa.gov](mailto:Gutierrez.raul@epa.gov)

### Natural Resources Conservation Service (NRCS)

Michael Lindsey  
Office (318) 880-7407  
[Michael.lindsey@usda.gov](mailto:Michael.lindsey@usda.gov)

### Louisiana Department of Wildlife and Fisheries

Carolyn Michon  
Office (225) 765-2357  
[cmichon@wlf.la.gov](mailto:cmichon@wlf.la.gov)

### Louisiana Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP)

Main Office: (225) 925-7500  
Ellen Ibert, MAHR, RPA  
GOHSEP Problem Resolution Officer  
[ellen.ibert@la.gov](mailto:ellen.ibert@la.gov)  
Office (225) 334-7748  
Cell (337) 208-7602

### US Army Corps of Engineers (USACE)

**Vicksburg District**  
Chief, Regulatory Branch  
Jennifer Mallard  
Office (601) 631-7071  
[regulatory@usace.army.mil](mailto:regulatory@usace.army.mil)  
  
Regulatory Branch  
Mike Miller  
Office: (601) 631-5000  
[regulatory@usace.army.mil](mailto:regulatory@usace.army.mil)

**Ft. Worth District**  
Regulatory Branch  
[CESWF-Permits@usace.army.mil](mailto:CESWF-Permits@usace.army.mil)

### U.S. Fish and Wildlife Service (USFWS)

Louisiana Ecological Services Office  
Mississippi-Basin Region  
Amy Trahan  
Office (337) 291-3126  
[amy\\_trahan@fws.gov](mailto:amy_trahan@fws.gov)

National IPaC Program Coordinator  
Victoria Foster  
Office (772) 559-6220  
[Victoria\\_Foster@fws.gov](mailto:Victoria_Foster@fws.gov)

### Louisiana Department of Environmental Quality (LDEQ)

Linda M. Piper  
Office (225) 219-3954  
[linda.piper@la.gov](mailto:linda.piper@la.gov)

### Permits-Variances & Waivers

Air  
Bryan Johnston  
Office (225) 219-3001  
[bryan.johnston@la.gov](mailto:bryan.johnston@la.gov)

Water  
Scott Guilliams  
Office (225) 219-3187  
[scott.guilliams@la.gov](mailto:scott.guilliams@la.gov)

Waste  
Yolunda M. Righteous, J.D.  
Office (225) 219-3576  
[Yolunda.righteous@la.gov](mailto:Yolunda.righteous@la.gov)

Asbestos  
Sheryl Grimmer  
Office (225) 219-1665  
[Sheryl.Grimmer@la.gov](mailto:Sheryl.Grimmer@la.gov)

### New Orleans District

Chief, Regulatory Branch  
Martin S. Mayer  
Office (504) 862-2255  
[Martin.S.Mayer@usace.army.mil](mailto:Martin.S.Mayer@usace.army.mil)

### Eastern Evaluation Section

Benjamin Sherman  
Office (504) 862-2041  
[Benjamin.C.Sherman@usace.army.mil](mailto:Benjamin.C.Sherman@usace.army.mil)

### Chief, Surveillance and Enforcement Section

Robert Heffner  
Office (504) 862-1288  
[Robert.A.Heffner@usace.army.mil](mailto:Robert.A.Heffner@usace.army.mil)

### Central Evaluation Section

Kenneth G. Blanke  
Office (504) 862-1217  
[kenneth.g.blanke@usace.army.mil](mailto:kenneth.g.blanke@usace.army.mil)

### Louisiana State Historic Preservation Office (SHPO)

**Debris & Archaeological Concerns**  
Dr. Charles "Chip" McGimsey  
Office (225) 219-4598  
[cmcgimsey@crt.la.gov](mailto:cmcgimsey@crt.la.gov)  
or  
Dr. Rachel Watson  
Office (225) 342-8165  
[rwatson@crt.la.gov](mailto:rwatson@crt.la.gov)

### Standing Structures / HP Concerns

Nicole Hobson-Morris  
Office (225) 342-8172  
[nmorris@crt.la.gov](mailto:nmorris@crt.la.gov)

### Louisiana Department of Natural Resources (LDNR)

Office of Coastal Management/Permits Manager  
Christine Charrier  
Office (225) 342-7953  
[christine.charrier@la.gov](mailto:christine.charrier@la.gov)

LA Department of Natural Resources/CRS Manager  
Sara Krupa  
Office (225) 413-2352  
[sara.krupa@la.gov](mailto:sara.krupa@la.gov)

### Louisiana Department of Transportation & Development (DOTD)

Floodplain Management State Coordinator  
Cindy O'Neal  
Office (225) 379-3005  
[Cindy.ONeal@la.gov](mailto:Cindy.ONeal@la.gov)

# EXHIBIT B

## Electronic Code of Federal Regulations

We invite you to try out our new beta eCFR site at <https://ecfr.federalregister.gov>. We have made big changes to make the eCFR easier to use. Be sure to leave feedback using the Feedback button on the bottom right of each page!

e-CFR data is current as of January 14, 2021

[Title 40](#) → [Chapter I](#) → [Subchapter I](#) → [Part 247](#)

---

[Browse Previous](#) | [Browse Next](#)

Title 40: Protection of Environment

---

### **PART 247—COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS**

---

#### **Contents**

##### [Subpart A—General](#)

- [§247.1 Purpose and scope.](#)
- [§247.2 Applicability.](#)
- [§247.3 Definitions.](#)
- [§247.4 Contracting officer requirements.](#)
- [§247.5 Specifications.](#)
- [§247.6 Affirmative procurement programs.](#)
- [§247.7 Effective date.](#)

##### [Subpart B—Item Designations](#)

- [§247.10 Paper and paper products.](#)
- [§247.11 Vehicular products.](#)
- [§247.12 Construction products.](#)
- [§247.13 Transportation products.](#)
- [§247.14 Park and recreation products.](#)
- [§247.15 Landscaping products.](#)
- [§247.16 Non-paper office products.](#)
- [§247.17 Miscellaneous products.](#)

---

AUTHORITY: 42 U.S.C. 6912(a) and 6962; E.O. 13423, 72 FR 3919, 3 CFR, 1998 Comp., p. 210.

SOURCE: 60 FR 21381, May 1, 1995, unless otherwise noted.

 [Back to Top](#)

## **Subpart A—General**

### **§247.1 Purpose and scope.**

(a) The purpose of this guideline is to assist procuring agencies in complying with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6962, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of this part.

(b) This guideline designates items that are or can be made with recovered materials and whose procurement by procuring agencies will carry out the objectives of section 6002 of RCRA. EPA's recommended practices with respect to the procurement of specific designated items are found in the companion Recovered Materials Advisory Notice(s).

(c) EPA believes that adherence to the recommendations in the Recovered Materials Advisory Notice(s) constitutes compliance with RCRA section 6002. However, procuring agencies may adopt other types of procurement programs consistent with RCRA section 6002.

 [Back to Top](#)

### **§247.2 Applicability.**

(a)(1) This guideline applies to all procuring agencies and to all procurement actions involving items designated by EPA in this part, where the procuring agency purchases \$10,000 or more worth of one of these items during the course of a fiscal year, or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more.

(2) This guideline applies to Federal agencies, to State and local agencies using appropriated Federal funds to procure designated items, and to persons contracting with any such agencies with respect to work performed under such contracts. Federal procuring agencies should note that the requirements of RCRA section 6002 apply to them whether or not appropriated Federal funds are used for procurement of designated items.

(3) The \$10,000 threshold applies to procuring agencies as a whole rather than to agency subgroups such as regional offices or subagencies of a larger department or agency.

(b) The term *procurement actions* includes:

(1) Purchases made directly by a procuring agency and purchases made directly by any person (e.g., a contractor) in support of work being performed for a procuring agency, and

(2) Any purchases of designated items made "indirectly" by a procuring agency, as in the case of procurements resulting from grants, loans, funds, and similar forms of disbursements of monies.

(c)(1) This guideline does not apply to purchases of designated items which are unrelated to or incidental to Federal funding, i.e., not the direct result of a contract or agreement with, or a grant, loan, or funds disbursement to, a procuring agency.

(2) This guideline also does not apply to purchases made by private party recipients (e.g., individuals, non-profit organizations) of Federal funds pursuant to grants, loans, cooperative agreements, and other funds disbursements.

(d) RCRA section 6002(c)(1) requires procuring agencies to procure designated items composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, considering such guidelines. Procuring agencies may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

[60 FR 21381, May 1, 1995, as amended at 62 FR 60973, Nov. 13, 1997]

 [Back to Top](#)

### **§247.3 Definitions.**

As used in this procurement guideline and the related Recovered Materials Advisory Notice(s):

*Act or RCRA* means the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended, 42 U.S.C 6901 *et seq*;

*Awards and plaques* refers to free-standing statues and boardlike products generally used as wall-hangings.

*Bike racks* are free-standing or anchored units that provide a method for cyclists to secure their bicycles safely.

*Blanket insulation* means relatively flat and flexible insulation in coherent sheet form, furnished in units of substantial area. Batt insulation is included in this term;

*Blasting grit* is a type of industrial abrasive used to shape, cut, sharpen, polish, or finish surfaces and materials.

*Board insulation* means semi-rigid insulation preformed into rectangular units having a degree of suppleness, particularly related to their geometrical dimensions;

*Building insulation* means a material, primarily designed to resist heat flow, which is installed between the conditioned volume of a building and adjacent unconditioned volumes or the outside. This term includes but is not limited to insulation products such as blanket, board, spray-in-place, and loose-fill that are used as ceiling, floor, foundation, and wall insulation;

*Carpet cushion*, also known as carpet underlay, is padding placed beneath carpet to reduce carpet wear caused by foot traffic or furniture indentation, enhance comfort, and prolong appearance.

*Cellulose fiber loose-fill* means a basic material of recycled wood-based cellulosic fiber made from selected paper, paperboard stock, or ground wood stock, excluding contaminated materials which may reasonably be expected to be retained in the finished product, with suitable chemicals introduced to provide properties such as flame resistance, processing and handling characteristics. The basic cellulosic material may be processed into a form suitable for installation by pneumatic or pouring methods;

*Cenospheres*, a naturally-occurring waste component of coal fly ash, are very small, inert, lightweight, hollow, "glass" spheres composed of silica and alumina and filled with air or other gases.

*Channelizers* means highly visible barrels or drums that can be positioned to direct traffic through detours;

*Compost* is a thermophilic converted product with high humus content. Compost can be used as a soil amendment and can also be used to prevent or remediate pollutants in soil, air, and storm water run-off.

*Delineator* means a highly visible pavement marker that can be positioned to direct traffic or define boundaries;

*Engine lubricating oils* means petroleum-based oils used for reducing friction in engine parts;

*Federal agency* means any department, agency, or other instrumentality of the Federal government; any independent agency or establishment of the Federal government including any government corporation; and the Government Printing Office;

*Fertilizer made from recovered organic materials* is a single or blended substance, made from organic matter such as plant and animal by-products, manure-based or biosolid products, and rock and mineral powders, that contains one or more recognized plant nutrient(s) and is used primarily for its plant nutrient content and is designed for use or claimed to have value in promoting plant growth.

*Fiberglass insulation* means insulation which is composed principally of glass fibers, with or without binders;

*Flexible delineator* means a highly visible marker that can be positioned to direct traffic or define boundaries and that will flex if struck by a vehicle to prevent damage to the vehicle or the delineator;

*Flowable fill* is a low strength material that is mixed to a wet, flowable slurry and used as an economical fill or backfill material in place of concrete, compacted soils, or sand.

*Foam-in-place insulation* is rigid cellular foam produced by catalyzed chemical reactions that hardens at the site of the work. The term includes spray-applied and injected applications such as spray-in-place foam and pour-in-place;

*Garden hose* means a flexible tubing that conducts water to a specific location;

*Gear oils* means petroleum-based oils used for lubricating machinery gears;

*Hydraulic fluids* means petroleum-based hydraulic fluids;

*Hydraulic mulch* means a mulch that is a cellulose-based (paper or wood) protective covering that is mixed with water and applied through mechanical spraying in order to aid the germination of seeds and to prevent soil erosion;

*Hydroseeding* means the process of spraying seeds mixed with water through a mechanical sprayer (hydroseeder). Hydraulic mulch, fertilizer, a tacking agent, or a wetting agent can also be added to the water/seed mix for enhanced performance;

*Industrial drums* are cylindrical containers used for shipping and storing liquid or solid materials.

*Laminated paperboard* means board made from one or more plies of kraft paper bonded together, with or without facers, that is used for decorative, structural, or insulating purposes;

*Latex paint* means a water-based decorative or protective covering having a latex binder;

*Lawn edging* means a barrier used between lawns and landscaped areas or garden beds to prevent grass roots or weeds from spreading to the landscaped areas;

*Loose-fill insulation* means insulation in granular, nodular, fibrous, powdery, or similar form, designed to be installed by pouring, blowing or hand placement;

*Manual-grade strapping* refers to straps of material used with transport packaging to hold products in place on pallets or in other methods of commercial, bulk shipment. Strapping can also prevent tampering and pilferage during shipping.

*Mats* are temporary or semipermanent protective floor coverings used for numerous applications, including home and office carpet protection, car and truck floor board protection, traction on slippery surfaces, cushion from floor hardness, and reduction of injury risk during athletic events.

*Mineral fiber insulation* means insulation (rock wool or fiberglass) which is composed principally of fibers manufactured from rock, slag or glass, with or without binders;

*Modular threshold ramps* are ramps used to modify existing door thresholds and other small rises to remove access barriers created by differentials in landing levels.

*Nonpressure pipe* is pipe used to drain waste and wastewater, to vent gases, and to channel cable and conduit in various applications.

*Office furniture* is furniture typically used in offices, including seating, desks, storage units, file cabinets, tables, and systems furniture (or "cubicles").

*Pallet* means a portable platform for storing or moving cargo or freight;

*Paper* means one of two broad subdivisions of paper products, the other being paperboard. Paper is generally lighter in basis weight, thinner, and more flexible than paperboard. Sheets 0.012 inch or less in thickness are generally classified as paper. Its primary uses are for printing, writing, wrapping, and sanitary purposes. However, in this guideline, the term paper is also used as a generic term that includes both paper and paperboard.

*Paper product* means any item manufactured from paper or paperboard. The term paper product is used in this guideline to distinguish such items as boxes, doilies, and paper towels from printing and writing papers.

*Park benches and picnic tables* are recreational furniture found in parks, outdoor recreational facilities, and the grounds of office buildings and other facilities.

*Parking stop* means a barrier used to mark parking spaces and keep parked vehicles from rolling beyond a designated parking area;

*Perlite composite board* means insulation board composed of expanded perlite and fibers formed into rigid, flat, rectangular units with a suitable sizing material incorporated in the product. It may have on one or both surfaces a facing or coating to prevent excessive hot bitumen strike-in during roofing installation;

*Person* means an individual, trust, firm, joint stock company, corporation (including a government corporation), partnership, association, Federal agency, State, municipality, commission, political subdivision of a State, or any interstate body;

*Phenolic insulation* means insulation made with phenolic plastics which are plastics based on resins made by the condensation of phenols, such as phenol or cresol, with aldehydes;

*Plastic fencing* means a barrier with an open-weave pattern that can be used to control drifting snow or sand by restricting the force of wind and to provide a warning or barrier in construction and other areas;

*Plastic lumber landscaping timbers and posts* are used to enhance the appearance of and control erosion in parks, highways, housing developments, urban plazas, zoos, and the exteriors of office buildings, military facilities, schools, and other public use areas.

*Playground equipment* includes many components, like slides, merry-go-rounds, hand rails, etc., and is found in parks, schools, child care facilities, institutions, multiple family dwellings, restaurants, resort and recreational developments, and other public use areas.

*Polyisocyanurate insulation* means insulation produced principally by the polymerization of polymeric polyisocyanates, usually in the presence of polyhydroxyl compounds with the addition of cell stabilizers, blowing agents, and appropriate catalyst to produce a polyisocyanurate chemical structure;

*Polystyrene insulation* means an organic foam composed principally of polymerized styrene resin processed to form a homogenous rigid mass of cells;

*Polyurethane insulation* means insulation composed principally of the catalyzed reaction product of polyisocyanates and polyhydroxyl compounds, processed usually with a blowing agent to form a rigid foam having a predominantly closed cell structure;

*Postconsumer material* means a material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. *Postconsumer material* is a part of the broader category of *recovered materials*.

*Postconsumer recovered paper* means:

(1) Paper, paperboard and fibrous wastes from retail stores, office buildings, homes and so forth, after they have passed through their end-use as a consumer item including: Used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards and used cordage; and

(2) All paper, paperboard and fibrous wastes that enter and are collected from municipal solid waste;

*Practicable* means capable of being used consistent with: Performance in accordance with applicable specifications, availability at a reasonable price, availability within a reasonable period of time, and maintenance of a satisfactory level of competition;

*Printer ribbon* means a nylon fabric designed to hold ink and used in dot matrix and other types of impact printers;

*Procurement item* means any device, good, substance, material, product, or other item, whether real or personal property, which is the subject of any purchase, barter, or other exchange made to procure such item;

*Procuring agency* means any Federal agency, or any State agency or agency of a political subdivision of a State, which is using appropriated Federal funds for such procurement, or any person contracting with any such agency with respect to work performed under such contract;

*Purchasing* means the act of and the function of responsibility for the acquisition of equipment, materials, supplies, and services, including: Buying, determining the need, selecting the supplier, arriving at a fair and reasonable price and terms and conditions, preparing the contract or purchase order, and follow-up;

*Railroad grade crossing surfaces* are materials placed between railroad tracks, and between the track and the road at highway and street railroad crossings, to enhance automobile and pedestrian safety.

*Rebuilt vehicular parts* are vehicular parts that have been remanufactured, reusing parts in their original form.

*Recovered materials* means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process;

*Recovered materials*, for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term *recovered materials* includes:

(1) Postconsumer materials such as—

(i) Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: Used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and

(ii) All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and

(2) Manufacturing, forest residues, and other wastes such as—

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper

machine reel in smaller rolls of rough sheets) including: Envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

- (ii) Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
- (iii) Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
- (iv) Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
- (v) Fibers recovered from waste water which otherwise would enter the waste stream.

*Re-refined oils* means used oils from which the physical and chemical contaminants acquired through previous use have been removed through a refining process;

*Restroom divider/partition* means a barrier used to provide privacy in public restroom facilities;

*Retread tire* means a worn automobile, truck, or other motor vehicle tire whose tread has been replaced;

*Rock wool insulation* means insulation which is composed principally from fibers manufactured from slag or natural rock, with or without binders;

*Roofing materials* are materials used to construct a protective cover over a structure to shield its interior from the natural elements.

*Shower divider/partition* means a water-proof barrier used to provide privacy in public shower facilities;

*Signage* (including sign posts and supports) is used for identification and directional purposes for public roads and highways, and inside and outside office buildings, museums, parks, and other public places.

*Silica fume* is a waste byproduct of alloyed metal production.

*Soaker hose* means a perforated flexible tubing that is used to deliver gentle irrigation to plants;

*Sorbents* (i.e., absorbents and adsorbents) are materials used to retain liquids and gases in a diverse number of environmental, industrial, agricultural, medical, and scientific applications. Absorbents incorporate a substance while adsorbents gather substances on their surfaces.

*Specification* means a description of the technical requirements for a material, product, or service that includes the criteria for determining whether these requirements are met. In general, specifications are in the form of written commercial designations, industry standards, and other descriptive references;

*Spray-in-place insulation* means insulation material that is sprayed onto a surface or into cavities and includes cellulose fiber spray-on as well as plastic rigid foam products;

*Spray-in-place foam* is rigid cellular polyurethane or polyisocyanurate foam produced by catalyzed chemical reactions that hardens at the site of the work. The term includes spray-applied and injected applications;

*State* means any of the several states, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands;

*Structural fiberboard* means a fibrous-felted, homogenous panel made from lignocellulosic fibers (usually wood, cane, or paper) and having a density of less than 31 lbs/ft<sup>3</sup> but more than 10 lbs/ft<sup>3</sup>. It is characterized by an integral bond which is produced by interfelting of the fibers, but which has not been consolidated under heat or pressure as a separate stage of manufacture;

*Tire* means the following types of tires: Passenger car tires, light- and heavy-duty truck tires, high-speed industrial tires, bus tires, and special service tires (including military, agricultural, off-the-road, and slow-speed industrial);

[60 FR 21381, May 1, 1995, as amended at 62 FR 60973, Nov. 13, 1997; 65 FR 3080, Jan. 19, 2000; 69 FR 24038, Apr. 30, 2004; 72 FR 52488, Sept. 14, 2007]

 [Back to Top](#)

#### **§247.4 Contracting officer requirements.**

Within one year after the effective date of each item designation, contracting officers shall require that vendors:

(a) Certify that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements, and

(b) Estimate the percentage of total material utilized for the performance of the contract which is recovered materials.

 [Back to Top](#)

#### **§247.5 Specifications.**

(a) RCRA section 6002(d)(1) required Federal agencies that have the responsibility for drafting or reviewing specifications for procurement items procured by Federal agencies to revise their specifications by May 8, 1986, to eliminate any exclusion of recovered materials and any requirement that items be manufactured from virgin materials.

(b) RCRA section 6002(d)(2) requires that within one year after the publication date of each item designation by the EPA, each procuring agency must assure that its specifications for these items require the use of recovered materials to the maximum extent possible without jeopardizing the intended end use of these items.

 [Back to Top](#)

## **§247.6 Affirmative procurement programs.**

RCRA section 6002(i) provides that each procuring agency which purchases items designated by EPA must establish an affirmative procurement program, containing the four elements listed below, for procuring such items containing recovered materials to the maximum extent practicable:

- (a) Preference program for purchasing the designated items;
- (b) Promotion program;
- (c) Procedures for obtaining estimates and certifications of recovered materials content and for verifying the estimates and certifications; and
- (d) Annual review and monitoring of the effectiveness of the program.

 [Back to Top](#)

## **§247.7 Effective date.**

Within one year after the date of publication of any item designation, procuring agencies which purchase that designated item must comply with the following requirements of RCRA: affirmative procurement of the designated item (6002(c)(1) and (i)), specifications revision (6002(d)(2)), vendor certification and estimation of recovered materials content of the item (6002(c)(3) and (i)(2)(C)), and verification of vendor estimates and certifications (6002(i)(2)(C)).

 [Back to Top](#)

# **Subpart B—Item Designations**

 [Back to Top](#)

## **§247.10 Paper and paper products.**

Paper and paper products, excluding building and construction paper grades.

 [Back to Top](#)

## **§247.11 Vehicular products.**

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tires.
- (c) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.
- (d) Rebuilt vehicular parts.

[60 FR 21381, May 1, 1995, as amended at 69 FR 24038, Apr. 30, 2004]

[Back to Top](#)

## **§247.12 Construction products.**

(a) Building insulation products, including the following items:

(1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite;

(2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);

(3) Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and

(4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.

(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayment, and roof overlay (coverboard).

(c) Cement and concrete, including concrete products such as pipe and block containing:

(1) Coal fly ash;

(2) Ground granulated blast furnace slag (GGBF);

(3) Cenospheres; or

(4) Silica fume from silicon and ferrosilicon metal production.

(d) Carpet made from polyester fiber made from recovered materials for use in moderate-wear applications such as single-family housing and similar wear applications.

(e) Floor tiles and patio blocks containing recovered rubber or plastic.

(f) Shower and restroom dividers/partitions containing recovered plastic or steel.

(g)(1) Consolidated latex paint used for covering graffiti; and

(2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood, and metal surfaces.

(h) Carpet cushion made from bonded polyurethane, jute, synthetic fibers, or rubber containing recovered materials.

(i) Flowable fill containing coal fly ash and/or ferrous foundry sands.

(j) Railroad grade crossing surfaces made from cement and concrete containing fly ash, recovered rubber, recovered steel, recovered wood, or recovered plastic.

(k) Modular threshold ramps containing recovered steel, rubber, or aluminum.

(l) Nonpressure pipe containing recovered steel, plastic, or cement.

(m) Roofing materials containing recovered steel, aluminum, fiber, rubber, plastic or plastic composites, or cement.

[60 FR 21381, May 1, 1995, as amended at 62 FR 60974, Nov. 13, 1997; 65 FR 3081, Jan. 19, 2000; 69 FR 24038, Apr. 30, 2004]

 [Back to Top](#)

#### **§247.13 Transportation products.**

(a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.

(b) Parking stops made from concrete or containing recovered plastic or rubber.

(c) Channelizers containing recovered plastic or rubber.

(d) Delineators containing recovered plastic, rubber, or steel.

(e) Flexible delineators containing recovered plastic.

[60 FR 21381, May 1, 1995, as amended at 62 FR 60974, Nov. 13, 1997]

 [Back to Top](#)

#### **§247.14 Park and recreation products.**

(a) Playground surfaces and running tracks containing recovered rubber or plastic.

(b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

(c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.

(d) Playground equipment containing recovered plastic, steel, or aluminum.

[60 FR 21381, May 1, 1995, as amended at 62 FR 60974, Nov. 13, 1997; 65 FR 3081, Jan. 19, 2000]

 [Back to Top](#)

## **§247.15 Landscaping products.**

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from recovered organic materials.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.
- (f) Fertilizer made from recovered organic materials.

[60 FR 21381, May 1, 1995, as amended at 62 FR 60974, Nov. 13, 1997; 65 FR 3081, Jan. 19, 2000; 72 FR 52488, Sept. 14, 2007]

 [Back to Top](#)

## **§247.16 Non-paper office products.**

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

[60 FR 21381, May 1, 1995, as amended at 62 FR 60974, Nov. 13, 1997; 65 FR 3081, Jan. 19, 2000; 69 FR 24038, Apr. 30, 2004]

 [Back to Top](#)

**§247.17 Miscellaneous products.**

- (a) Pallets containing recovered wood, plastic, or paperboard.
- (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding.
- (c) Industrial drums containing recovered steel, plastic, or paper.
- (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
- (e) Mats containing recovered rubber and/or plastic.
- (f)(1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.
  - (2) Sign supports and posts containing recovered plastic or steel.
  - (g) Manual-grade strapping containing recovered steel or plastic.
  - (h) Bike racks containing recovered steel or plastic.
  - (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells.

[62 FR 60974, Nov. 13, 1997, as amended at 65 FR 3081, Jan. 19, 2000; 69 FR 24038, Apr. 30, 2004]

 [Back to Top](#)

[Need assistance?](#)

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, Community Center & Playground  
District No. 4 of Ward 1, District 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,  
Community Center & Playground District No. 4 of Ward 1, 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, Community Center &  
Playground District No. 4 of Ward 1,

**PERFORMANCE AND PAYMENT BOND**

Page Two

of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner, Community Center & Playground District No. 4 of Ward 1, 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 \_\_\_\_\_, 20\_\_\_\_, have executed this agreement in five (5) 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)



## Designation of Construction Contractor as Agent of a Governmental Entity and Exemption Certificate

### General Information

**Purpose of the R-1020 Form:** Agencies and instrumentalities of federal or Louisiana state or local government may designate a construction contractor as its authorized agent for the purpose of purchasing construction materials, leasing and renting tangible personal property, and purchasing taxable services. Form R-1020 serves as the documentation by which the government entity and contractor document the agency relationship to vendors of materials and services. It also serves as documentation that the contractor's purchases are sales tax exempt, and therefore serves as an exemption certificate, which the vendor must retain on file to support the deduction he will claim on his sales tax return. Effective 11-1-2004, the R-1032 exemption certificate will no longer be necessary.

**Use of the R-1020 Form:** The form must be signed by both parties, contractor and governmental entity. After signature, both the contractor/agent and the governmental entity must keep an original copy of the form on file, along with other documents that pertain to the construction project. (Effective 11-1-2004) Do not send a copy of the R-1020 form to the Louisiana Department of Revenue. Retain your copy of the original certificate on file. The contractor/agent must reproduce the original copy as needed to attach a copy to each purchase order for materials for the project. The reproduced copy will serve as the exemption certificate that will document the exempt sale of materials to the contractor/agent.

**Subcontractors.** A designated contractor may not re-designate his subcontractors as authorized agents for the governmental entity. Each subcontractor must obtain its own designation from the governmental entity.

**Title to Property:** Any materials purchased by the agent through the use of this certificate immediately become the property of the governmental entity upon delivery to the contractor/agent.

**Restrictions as to Vendors:** The governmental entity may choose to restrict the agent/contractor to making purchases from a pre-selected list of vendors and providers of services. This restriction, if applicable, must be incorporated into a contractual agreement between the governmental entity and the designated agent. If there are no vendor restrictions, the contractor/agent may use the R-1020 Exemption Certificate to make sales tax exempt purchases from any vendor.



**Designation of Construction Contractor  
as Agent of a Governmental Entity  
Sales Tax Exemption Certificate**

PO

NUMBER: \_\_\_\_\_

Legal Name of Governmental Entity

States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

Name of Contractor		
Address		
City	State	ZIP

This designation of agency shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for the following named construction project:

Construction Project	Contract Number
----------------------	-----------------

This designation and acceptance of agency is effective for the period

Beginning Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)
-----------------------------	-----------------------

Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the governmental body. Any materials purchased by this agent shall immediately, upon the vendor's delivery to the agent, become the property of this government entity. This government entity, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this governmental entity are required for each contractor or sub-contractor who is to purchase on behalf of this governmental entity. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible governmental entity through a designated agent to be eligible for sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

<b>Designation of Agency</b>		
Signature of Authorized Designator		Date (mm/dd/yyyy)
Name of Authorized Designator		
Name of Governmental Entity		
Address		
City	State	ZIP

<b>Acceptance of Agency</b>		
Signature of Contractor or Subcontractor Authorized Acceptor		Date (mm/dd/yyyy)
Name of Contractor's or Subcontractor's Acceptor		
Name of Contractor		
Address		
City	State	ZIP

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.

PRIME CONTRACTOR'S NAME: \_\_\_\_\_

## CHANGE ORDER

CHANGE ORDER NO.: \_\_\_\_\_

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

PROJECT: Moss Bluff Parks and Recreation Open Air Pavilion Renovation

PROJECT NO.: 25018BA

PURCHASE ORDER NO.: \_\_\_\_\_

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 (increased/decreased) 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

Community Center & Playground District No. 4 of Ward 1

1180 Don Manuel Boulevard

Lake Charles, LA

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

Dated: \_\_\_\_\_

## RECOMMENDATION OF ACCEPTANCE

TO: \_\_\_\_\_ Dated: \_\_\_\_\_

Project No.: 25018BA

Project Name: Moss Bluff Parks and Recreation Open Air Pavilion Renovation

Architect: Brossett Architect, LLC

Contractor: \_\_\_\_\_

Using Agency: Community Center & Playground District No. 4 of Ward 1

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

Date of Acceptance by Architect: \_\_\_\_\_

Contract Date of Completion: \_\_\_\_\_

Number of Days (Overrun) (Underrun): \_\_\_\_\_

Liquidated Damages Per Day Stipulated in Contract: \_\_\_\_\_

Value of Punch List (Attach Itemized List): \_\_\_\_\_

Was part of the project occupied prior to Acceptance?  If so, portion occupied, attach Beneficial Occupancy Form.

Accepted:

\_\_\_\_\_  
Architect

Below Completed by Owner:

Contract accepted as substantially complete by the Community Center & Playground District No. 4 of Ward 1 on \_\_\_\_\_.

\_\_\_\_\_  
President

Not for Recordation

BENEFICIAL OCCUPANCY

Project Name: Moss Bluff Parks and Recreation Open Air Pavilion Renovation

Project No.: 25018BA

Architect: Brossett Architect, LLC

Contractor: \_\_\_\_\_

OWNER: Community Center & Playground District No. 4 of Ward 1

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

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

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

Contractor

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

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

Community Center & Playground District No. 4 of Ward 1

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  $\geq$  \$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. This project to be tax exempt and shall comply with all requirements of the Designation of Agency
5. Tests & Inspections- The Contractor shall make arrangements for any and all 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.
6. 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.

## SECTION 011000 SUMMARY

### PART 1 - GENERAL

#### 1.1 PROJECT INFORMATION

- A. Project: Moss Bluff Parks and Recreation Open Air Pavilion Renovation.
  - 1. Project Location: 1180 Don Manuel Boulevard, Lake Charles, LA.
- B. Owner: Community Center and Rec District 4 of Ward 1, 1180 Don Manuel Boulevard, Lake Charles, LA 70611.
- C. Architect: Brossett Architect, LLC, 414 Pujo Street, Lake Charles, LA 70601.
- D. The Work consists of site work, new construction and improvements.
  - 1. The work includes general construction, finishes, plumbing, HVAC and electrical.
- 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 site and building area space indicated. Contractor's use of premises is 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 4 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 period.
  - 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. Project site shall be cleared as needed and once a week at a minimum.
- 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  $\geq$  \$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 after award of the Contract.
  - 1. Substitutions will not be approved after bids have been received. All product approval requests shall be as per Instructions to Bidders.
  - 2. Do not submit unapproved substitutions on Shop Drawings or other submittals.

### 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 Proceed.
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.
- 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/Engineer'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. No alternates at time of first advertisement for bids.

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 addressed 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 from 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. Notify Owner and Architect of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved in planning, coordination, or performance of future activities.
  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, including Owner and Architect.

## 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. Submit one hard copy and one digital copy of each action submittal.
  - 3. Submit one hard copy and one digital 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 Schedule Submittal Procedure: Submit six (6) copies 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 six (6) copies 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 SCHEDULE

- A. Chart 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.

tect 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 1 prints plus 3 additional prints where they are required for maintenance manuals. 1 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 "As Built 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 hard copy and one digital copy of each required product data submittal, plus additional copies where required for maintenance manuals. The Architect will retain the copy, and will return an "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 con-

nnection 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" indication 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 returned with the Architect's "Action".
    - 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, the Architect will review each submittal, note 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.

- I. 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

IES	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
USA V	USA Volleyball

USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	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. Water service and distribution.
  - 2. Temporary electric power and light.
  - 3. 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. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- G. Accessible Temporary Egress: Comply with applicable provisions in ICC/ANSI A117.1.
- H. Temporary construction and support facilities required for the project include but are not limited to the following:
  - 1. Sanitary facilities, including drinking water.
  - 2. Dewatering facilities and drains.
  - 3. First aid station.
  - 4. Project identification, bulletin boards and signs.
  - 5. Waste disposal services.
  - 6. Construction aids and miscellaneous general services and facilities.

7. Alternate temporary services and facilities, equivalent to those specified, may be used, subject to acceptance by the Architect.
- I. Security and protection facilities and services required for the project include but are not limited to the following:
  1. Barricades, warning signs, lights.
  2. 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 Fire Department rules and recommendations.
  5. Police and Rescue Squad recommendations.
  6. Environmental protection regulations governing use of water and energy, and the control of dust, noise and other nuisances.
  7. In addition, comply with "Environmental Impact" commitments the Owner or previous Owners of the site may have made to secure approval to proceed with construction of the project.
- 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. 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.
  1. With the establishment of the job progress schedule, establish a schedule for the implementation and termination of service for each temporary utility. At the earliest feasible time, and when acceptable to the Owner and Architect, change over from the use of temporary utility service to the use of the permanent service, to enable removal of the temporary utility and to eliminate possible interference with completion of the work.
- 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 site 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 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.

- a. Fire-Resistance: Provide fire-resistant construction for offices, shops, and sheds located within the construction work area, or within 50 feet of building lines. Provide UL labeled Class "A" fire treated lumber and plywood for framing, sheathing and siding, and UL Class "A" asphalt shingle or roll roofing. Provide gypsum board (drywall) interior walls.
- 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.
- F. Fire Extinguishers: Provide type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

## 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.

## 2.4 EXECUTION

## 2.4 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

## 2.5 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. Drinking water.
  - 3. Sanitary facilities.
  - 4. Cleaning.
  - 5. 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.
  - 6. 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.
  - 7. 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.
- E. Temporary Electric Power Service: Provide temporary electric power distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period. Whenever an overhead floor or roof deck has been installed, install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.

1. Temporary Service: Install service and grounding in compliance with the National Electric Code (NFPA 70).
  - 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).

#### F. Temporary Lighting.

1. Provide local switching of temporary lighting, spaced to allow lighting to be turned off in patterns to conserve energy and retain light suitable for work-in-progress, access traffic, security check and project lock-up.
2. Provide not less than one 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp every 50 feet. In stairways and at ladder runs, Provide lamp minimum per story, located to illuminate each landing and flight.
3. Install and operate temporary lighting that will fulfill security and protection requirements, without the necessity of operating the entire temporary lighting system.

### 2.6 SUPPORT FACILITIES INSTALLATION

- A. 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.

- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- C. Do not permit installation of unauthorized signs that are visible outside the site.
- D. 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. Provide rodent proof containers located on each floor level of construction work, to encourage depositing of garbage and similar wastes by construction personnel.

## 2.7 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.
- D. Install and maintain temporary fire-protection facilities. Comply with NFPA 241.
- E. 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.
- F. 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.

## 2.8 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.
- 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. 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 significantly worn parts and parts that have been subject to unusual operating conditions.
    - b. Replace lamps in the lighting system that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION 015000

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Definitions: Definitions used in this paragraph are not intended to negate the meaning of other terms used in the contract documents, including such terms as, "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction" and similar terms. Such terms are self-explanatory and have recognized meanings in the construction industry.
- B. "Products" are items purchased for incorporation in the Work, regardless of whether they were specifically purchased for the project or taken from the Contractor's previously purchased stock. The term "product" as used herein includes the terms "material", "equipment", "system" and other terms of similar intent.
  - 1. "Named Products" are products identified by use of the manufacturer's name for a product, including such items as a make or model designation, as recorded in published product literature, of the latest issue as of the date of the contract documents.
  - 2. "Materials" are products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form units of work.
  - 3. "Equipment" is defined as a product with operational parts, regardless of whether motorized or manually operated, and in particular, a product that requires service connections such as wiring or piping.
- C. Comparable Product Requests:
  - 1. Submit request for consideration of each comparable product. Do not submit unapproved products on Shop Drawings or other submittals.
  - 2. Identify product to be replaced and show compliance with requirements for comparable product requests. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified.
  - 3. Architect will review the proposed product and notify Contractor of its acceptance or rejection.
- D. Substitutions: The Contractor's requests for changes in the products, materials, equipment and methods of construction required by the contract documents are considered requests for "substitutions", and are subject to the requirements specified herein. The following are not considered as substitutions.
  - 1. Revisions to the contract documents, where requested by the Owner or Architect are considered as "changes", not substitutions.

- 2. Substitutions requested during the bidding period, which have been accepted by Addendum prior to the Contract Bid Date, are included in the contract documents and are not subject to the requirements for substitutions as herein specified.
- 3. Specified Contractor options on products and construction methods included in the contract documents are choices available to the Contractor and are not subject to the requirements for substitutions as herein specified.
- 4. Except as otherwise provided in the contract documents, the Contractor's determination of and compliance with governing regulations and orders as issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders.

E. Basis-of-Design Product Specification Submittal: Show compliance with requirements.

F. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
- 2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- 3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- 4. Store materials in a manner that will not endanger Project structure.
- 5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

G. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

H. Standards: Refer to Division-1 section "Definitions and Standards" for the applicability of industry standards to the products specified for the project, and for the acronyms used in the text of the specification sections.

## 1.2 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same generic kind, from a single source, for each unit of work.

B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between the various choices available to

the Contractor is not assured by the various requirements of the Contract documents, but must be provided by the Contractor.

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
  1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
  2. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Requirements for individual products are indicated in the contract documents; compliance with these requirements is in itself a contract requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods. These methods include the following:
  1. Proprietary.
  2. Descriptive.
  3. Performance.
  4. Compliance with reference Standards.
  5. Compliance with codes, compliance with graphic details, allowances, and similar provisions of the contract documents also have a bearing on the selection process
- C. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the contract documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures include but are not limited to the following for the various indicated methods of specifying:
  1. Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Advise the Architect before proceeding, when it is discovered that the named product is not a reasonable or a feasible solution.
  2. Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
  3. Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered. Advise the Architect before proceeding where none of the named products comply with specification requirements, or are feasible for use.
  4. Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

5. Where Specifications name a single product, or refer to a product indicated on Drawings, as the "basis-of-design," provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.
6. Where products or manufacturers are specified by name, accompanied by the term "or-equal" or similar language, comply with the contract document provisions concerning "substitution" in the "Instructions to Bidders" to obtain approval from the Architect for the use of an unnamed product.
7. Where the specifications name products or manufacturers that are available and may be incorporated in the Work, the Contractor may not, at his option, use any available product that complies with contract requirements.
8. Where the specifications describe a product or assembly generically, in detail, listing the exact characteristics required, but without use of a brand or trade name, provide products or assemblies that provide the characteristics indicated and otherwise comply with contract requirements.
9. Where the specifications require compliance with indicated performance requirements, provide products that comply with the specific performance requirements indicated, and that are recommended by the manufacturer for the application indicated. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's individual certification of performance. General overall performance of a product is implied where the product is specified for specific performances.
10. Where the specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specification requirements, including the standards, codes and regulations.

D. Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. Visual Matching: Where matching an established sample is required, the final judgment of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Architect. Where there is no product available within the specified product category that matches the sample satisfactorily and also complies with other specified requirements, comply with the provisions of the contract documents concerning "substitutions" and "change orders" for the selection of a matching product in another product category, or for non-compliance with specified requirements.
2. Visual Selection: Except as otherwise indicated, where specified product requirements include the phrase "...as selected from the manufacturer's standard colors, patterns, textures..." or similar phrases, the Architect is subsequently responsible for selecting the color, pattern, and texture from the product line indicated.

E. Unless otherwise indicated, Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

F. Producer's Statement of Applicability: Where individual specification sections indicate products that require a "Statement of Applicability" from the manufacturer or other

producer, submit a written-certified statement from the producer stating that the producer has reviewed the proposed application of the product on the project. This statement shall state that the producer agrees with or does not object to the Architect's specification and the Contractor's selection of the product for use in the Work. The statement shall also state that the proposed application of the product on the project is suitable and proper.

## 2.2 SUBSTITUTIONS

A. **Conditions:** The Contractor's request for a substitution will be received and considered when extensive revisions to the contract documents are not required, when the proposed changes are in keeping with the general intent of the contract documents, when the requests are timely, fully documented and properly submitted, and when one or more of the following conditions is satisfied, all as judged by the Architect; otherwise the requests will be returned without action except to record non-compliance with these requirements.

1. The Architect will consider a request for substitution where the specified product or method cannot be provided within the Contract Time. However, the request will not be considered if the product or method cannot be provided as a result of the Contractor's failure to pursue the work promptly or to coordinate the various activities properly.
2. The Architect will consider a request for substitution where the specified product or method cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
3. The Architect will consider a request for substitution when the specified product or method cannot be provided in a manner, which is compatible with other materials of the work, and where the Contractor certifies that the substitution will overcome the incompatibility.
4. The Architect will consider a request for substitution when the specified product or method cannot be properly coordinated with other materials in the work, and where the Contractor certifies that the proposed substitution can be properly coordinated.
5. The Architect will consider a request for substitution when the specified product or method cannot receive a warranty as required by the contract documents and where the contractor certifies that the proposed substitution receive the required warranty.

B. **Work-Related Submittals:** The Contractor's submittal of and the Architect's acceptance of shop drawings, product data or samples which relate to work not complying with requirements of the contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

## 2.3 GENERAL PRODUCT REQUIREMENTS

A. **General:** Provide products that comply with the requirements of the contract documents and that are undamaged and, unless otherwise indicated, unused at the time of

installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

1. Standard Products: Where they are available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

## PART 3- EXECUTION

### 3.1 INSTALLATION OF PRODUCTS

- A. General: Except as otherwise indicated in individual sections of these specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

END OF SECTION 016000

## 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. Submit roof warranty certificate.
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 an updated final statement, accounting for final additional changes to the Contract Sum.
3. 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.
4. Submit consent of surety.
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.
- 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 transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
  - 3. Clean exposed exterior 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..
  - 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures, lamps, globes, and reflectors.
  - 5. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.
  - 6. 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. Engage an experienced exterminator to make a final inspection of the project, and to rid the project of rodents, insects and other pests.
- D. 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.
- E. 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 carbide 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 paint, 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 099600 - HIGH-PERFORMANCE COATINGS

### 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 gal. of each color and type of finish coat used on Project, in containers, properly labeled and sealed.

### PART 2 - PRODUCTS

#### 2.1 HIGH-PERFORMANCE COATINGS

- A. Products:
  - 1. Nova Sports USA, NovaPlay for Pickleball Systems.
  - 2. Sports Master Sport Surfacing.
  - 3. Acrytech Sports Surface Coating, Pickle Pro.
- B. MPI Standards: Provide materials that comply with MPI standards indicated and listed in its "MPI Approved Products List."
- C. Material Compatibility: Provide materials that are compatible with one another and with substrates.
  - 1. For each coat in a system, provide products recommended in writing by manufacturers of topcoat for use in system and on substrate indicated.
- D. Colors: As selected by Architect from all manufactured colors.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Comply with recommendations of manufacturer and as noted herein applicable to substrates.

- B. Remove hardware, and similar items that are not to be coated. Mask items that cannot be removed. Reinstall items in each area after coating work is complete.
- C. Clean and prepare surfaces in an area before beginning coating work in that area. Schedule work so cleaning operations will not damage newly coated surfaces.
  - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce coating systems indicated.
  - 2. Flood concrete surface to identify low areas. Apply acrylic resin patching and leveling compound to correct blemishes. Depressions to be primed first with manufacturer recommended primer.

### 3.2 APPLICATION

- A. Comply with recommendations applicable to substrates indicated.
- B. Coat exposed surfaces shown in drawings unless otherwise indicated.
  - 1. Do not coat prefinished items, items with an integral finish, operating parts, and labels unless otherwise indicated.
- C. Apply high-performance coatings according to manufacturer's written instructions.
  - 1. Use rollers only.
  - 2. Apply one coat of water based epoxy primer.
  - 3. Apply one coat acrylic resurfacer.
  - 4. Apply two coats (minimum) textured acrylic color surface.
  - 5. Apply acrylic primer at line locations, and two coats textured acrylic resin line paint
- D. Apply high-performance coatings 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 finish, color, and appearance.

END OF SECTION 099600

## SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Delegated Design: Design wiring, raceways, and connections, including comprehensive engineering analysis by a qualified professional engineer, using code requirements for project location.
- B. Submittals:
  - 1. Product Data: For light fixtures.
  - 2. Shop Drawings: For installations and connection of fixtures.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NFPA 70.

### PART 2 - PRODUCTS

#### 2.1 RACEWAYS

- A. Raceways:
  - 1. EMT: ANSI C80.3, zinc-coated steel, with setscrew or compression fittings.
  - 2. FMC: Zinc-coated steel.
  - 3. IMC: ANSI C80.6, zinc-coated steel, with threaded fittings.
  - 4. LFMC: Zinc-coated, flexible steel with sunlight-resistant and mineral-oil-resistant plastic jacket.
  - 5. RNC: NEMA TC 2, with NEMA TC3 fittings.
  - 6. Raceway Fittings: Specifically designed for raceway type used in Project.
- B. Wireways: Sheet metal sized and shaped, with screw covers.
- C. Surface Raceways:
  - 1. Metal: Galvanized steel with snap-on covers.

#### 2.2 CONDUCTORS AND CABLES

- A. Conductors:

1. Conductors, No. 10 AWG and Smaller: Solid copper.
2. Conductors, Larger Than No. 10 AWG: Stranded copper.
3. Insulation: Thermoplastic, rated at 75 deg C minimum.
4. Wire Connectors and Splices: Units of size, ampacity rating, material, type, and class suitable for service indicated.

B. Cable Type NM-B Cable: Comply with UL 719 with Type THHN/THWN conductors complying with UL 83.

C. Cable Type SEU: Comply with UL 854 with Type THHN/THWN conductors complying with UL 83 or Type XHHW-2 conductors complying with UL 44.

D. Cable Type UF-B: Comply with UL 493 with Type THHN/THWN conductors complying with UL 83.

## 2.3 GROUNDING MATERIALS

A. Conductors: Solid for No. 8 AWG and smaller, and stranded for No. 6 AWG and larger unless otherwise indicated.

1. Insulated Conductors: Copper solid wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
2. Bare, Solid-Copper Conductors: Comply with ASTM B 3.

B. Ground Rods: Copper-clad steel, sectional type; 5/8 by 96 inches (16 by 2400 mm) in diameter.

C. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type, with at least two bolts with clamp-type pipe connectors sized for pipe.

## 2.4 ELECTRICAL IDENTIFICATION MATERIALS

A. Raceway Identification Materials: Snap-around, color-coding bands; flexible, preprinted, color-coded acrylic.

B. Underground-Line Warning Tape: Permanent, bright-colored, continuous-printed, polyethylene tape with continuous metallic strip or core.

## 2.5 SUPPORT AND ANCHORAGE COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly, and provide finish suitable for the environment in which installed.

B. Raceway and Cable Supports: As described in NECA 1.

C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and fittings.

- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded malleable-iron body and insulating wedging.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components:
  - 1. Powder-Actuated Fasteners: Threaded-steel stud.
  - 2. Mechanical-Expansion Anchors: Insert-wedge-type, [zinc-coated] [stainless] steel, for use in hardened portland cement concrete.
  - 3. Concrete Inserts: Steel or malleable-iron, slotted-support-system units similar to MSS Type 18; complying with MFMA-3 or MSS SP-58.
  - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
  - 5. Through Bolts: Structural type, hex head, high strength; complying with ASTM A 325.
  - 6. Toggle Bolts: All-steel springhead type.

## 2.6 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized-steel sheet.
- D. Sleeve Seals: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
  - 1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
  - 2. Pressure Plates: Stainless steel. Include two for each sealing element.
  - 3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

## PART 3 - EXECUTION

### 3.1 GENERAL ELECTRICAL EQUIPMENT INSTALLATION REQUIREMENTS

- A. Install electrical equipment to allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.

- B. Install electrical equipment to provide for ease of disconnecting the equipment with minimum interference to other installations.
- C. Install electrical equipment to allow right of way for piping and conduit installed at required slope.
- D. Install electrical equipment to ensure that connecting raceways, cables, wireways, cable trays, and busways are clear of obstructions and of the working and access space of other equipment.
- E. Install required supporting devices, and other structural components.
- F. Comply with NECA 1.

### 3.2 RACEWAY AND CABLE INSTALLATION

- A. Outdoor Raceways Applications:
  - 1. Exposed or Concealed: IMC.
  - 2. Underground, Single Run: RNC.
  - 3. Connection to Vibrating Equipment: LFMC.
  - 4. Boxes and Enclosures: Metallic, NEMA 250, Type 3R or Type 4.
- B. Conceal raceways and cables, unless otherwise indicated, within finished walls, ceilings, and floors.
- C. Install pull wires in empty raceways.

### 3.3 WIRING METHODS

- A. Exposed Feeders, Branch Circuits, and Class 1 Control Circuits, Including in Crawlspaces: Type THHN-THWN, single conductors in raceway.
- B. Class 2 Control Circuits: Type THHN-THWN, in raceway.

### 3.4 GROUNDING

- A. Underground Grounding Conductors: Install bare copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches below grade.
- B. Pipe and Equipment Grounding Conductor Terminations: Bolted.
- C. Connections to Structural Steel: Bolted.
- D. Install grounding conductors routed along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

- E. Install ground rods driven into ground until tops are 2 inches below finished floor or final grade unless otherwise indicated.
- F. Make connections without exposing steel or damaging coating if any.
- G. Install bonding straps and jumpers in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.
- H. Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
- I. Bond to equipment mounted on vibration isolation hangers and supports so vibration is not transmitted to rigidly mounted equipment.
- J. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells.
  - 1. Measure ground resistance not less than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
  - 2. Perform tests by fall-of-potential method according to IEEE 81.
  - 3. Report measured ground resistances that exceed the following values:
    - a. Power and Lighting Equipment or System with Capacity 500 kVA and Less: 10 ohms.
  - 4. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

### 3.5 IDENTIFICATION

- A. Power-Circuit Conductor Identification: For No. 3 AWG conductors and larger, at each location where observable, identify phase using color-coding conductor tape.
- B. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring.
- C. Warning Labels for Enclosures for Power and Lighting: Comply with 29 CFR 1910.145; identify system voltage with black letters on an orange background. Apply to exterior of door, cover, or other access.
- D. Equipment Identification Labels:
  - 1. Labeling Instructions:
    - a. Outdoor Equipment: Engraved, laminated acrylic or melamine label, drilled for screw attachment.

- b. Elevated Components: Increase sizes of labels and legend to those appropriate for viewing from the floor.
- 2. Equipment to Be Labeled:
  - a. Disconnect switches.
  - b. Enclosed circuit breakers.
  - c. Contactors.
- E. Verify identity of each item before installing identification products.
- F. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- G. Attach nonadhesive signs and plastic labels with screws and auxiliary hardware appropriate to the location and substrate.
- H. Install system identification color banding for raceways and cables at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- I. Color-Coding for Phase and Voltage Level Identification, 600 V and Less: Ungrounded feeder and branch-circuit conductors.
  - 1. Colors for 208/120-V Circuits:
    - a. Phase A: Black.
    - b. Phase B: Red.
    - c. Phase C: Blue.
  - 2. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points.
- J. Underground-Line Warning Tape: Continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade.

### 3.6 SLEEVE AND SLEEVE-SEALS INSTALLATION

- A. Cut sleeves to length for mounting flush with both wall surfaces.
- B. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and cable unless sleeve seal is to be installed.
- C. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

END OF SECTION 260500