# PROJECT MANUAL & SPECIFICATIONS

## Singer High School Renovation – Phase One

Beauregard Parish School Board
Singer High School
153 Louisiana Highway 110 E., Singer, Louisiana 70660

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## Beauregard Parish School Board

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Kristi Neely – District 2
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Garrett Greene – Vice President, District 3B
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Jared Kibodeaux – District 4A
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Heather "Nikki" Weldon – District 5

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VSGA PROJECT NO. 2649
November 12, 2026

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The specification sections listed in the following Table of Contents were prepared by the Architect of Record, Justin Gautreaux, AIA or under his responsible supervision.




11-12-2026

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# INSTRUCTIONS TO BIDDERS

## ARTICLE I

### Definitions

1.1 The bidding documents include the following:
Front End Documents-Bid Packages for Construction
Advertisement for Bids
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 State & Local Residency Requirements
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 State & Local Residency Requirements
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 Provisions
Roofing Manufacturing Warranty & Approved Applicator Letter (if applicable)
Verification of Items in Supplementary Conditions

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 Contractor Compliance Certificate on State and Local Residency Requirements, 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), Affidavit Form (R.S. 38:2212.10), and the Roofing Manufacturing Warranty and Approved Applicator Letter (if applicable). These forms can be sent to the Project Architect, on behalf of the Beauregard Parish School Board.

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 Beauregard Parish School Board/Owner for the work described in the proposed contract documents.

1.9 A Sub-Bidder or Subcontractor is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.

1.10 Where the word "Architect" is used in any of the Documents, it shall refer to the Prime Designer of the project, an Architect or Engineer.

1.11 The executed Contract between the parties shall include all plans, specifications, instructions, general conditions, any addenda issued, and the proposal, including alternates, unit prices, and allowances (if applicable) of the bid.

## ARTICLE II

### Bidder's Representation

2.1 Each Bidder by making his bid represents that:

2.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.

2.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

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 Beauregard Parish School Board nor the Architect assumes any responsibility for errors of misinterpretation resulting from the use of incomplete sets of Bidding Documents.

3.1.3 The Beauregard Parish School Board 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 Prior approvals of substitutions is required. If a potential supplier wishes to submit a request for prior approval of a particular product other than the product specified in the Contract Documents, the supplier shall do so no later than seven (7) working days prior to the bid opening.

3.3.2.1 For each request for prior approval shall include the applicable section of the specifications; 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. Failure to disclose variations from the specified standard may, at the Beauregard Parish School Board's discretion, void any approvals given based on the submitted description. An approval given to a substitution through this process does not waive the Beauregard Parish School Board's right to a subsequent review, following contract award. This subsequent review may be more detailed and may provide more detailed comments and requirements concerning the proposed substitution as if it were any material, product or equipment specifically described or listed in the Bidding Documents. 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 Proposer. 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 the bid to be on this project, are equivalent to that specified in appearance, performance, size,

installation type, and shape. Any material found to not be equivalent to that specified will be rejected.

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

3.3.4 If the Architect denies approval of any proposed substitution, such denial shall be communicated through written communication to the Beauregard Parish School Board and the Bidder submitting the request.

3.4 Addenda

3.4.1 Addenda will be emailed, mailed, or delivered to all who are known by the Architect to have received a complete set of Bidding Documents.

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 Beauregard Parish School Board 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.

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 Beauregard Parish School Board Bid Bond Form contained in the bidding documents, which shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an

insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.

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

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

4.2.2 The Beauregard Parish School Board 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

4.3.2 Bids shall be sealed in an opaque envelope and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to Beauregard Parish School Board 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 202 W. Third Street, DeRidder, Louisiana 70634.

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

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

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

4.4 Modification or Withdrawal of Bid

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

4.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

## ARTICLE V

## Consideration of Bids

5.1 Opening of Bids

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

5.2 Rejection of Bids

5.2.1 The Beauregard Parish School Board reserves the right to reject any and all bids for just cause as permitted by LA R.S. 38:2214 (B). The ability of an entity to reject any bid is applicable only when administered in accordance with the Public Bid Law. In accordance with LSA—R.S. 38:2212 B.(1), the provisions and requirements of this Section and those stated in the bid documents shall not be waived by any entity. The

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

5.3 Acceptance of Bid

5.3.1 Determination of the low bidder shall be on the basis of the sum of the Base Bid and Alternates accepted. The Beauregard Parish School Board reserves the right to accept Alternates in any order, which does not affect determination of the lower Bidder.

5.3.2 It is the intent of the Beauregard Parish School Board to award a contract to the lowest responsible Bidder in accordance with the requirements of the Bidding Documents, and if the bid does not exceed the funds available.

## ARTICLE VI

## Post Bid Information

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

6.1.1 See enclosed Contractor Compliance Certificate on State & Local Residency Requirements. There shall be a requirement that not less than eighty percent (80%) of the persons employed in fulfilling of this contract be residents of the State of Louisiana. In addition, there shall be a requirement that not less than fifty percent (50%) of the persons employed in fulfilling of this contract be residents of Beauregard Parish in accordance with LA—R.S. 38:2225.1 B. (1) and (2). The Beauregard Parish School Board further requests that not less than eighty percent (80%) of the persons employed in fulfilling of this contract be residents of Beauregard Parish. This form shall be executed and submitted to the Beauregard Parish School Board, or the Project Architect, on behalf of the Beauregard Parish School Board, within ten (10) days after the bid opening by the apparent low bidder.

6.1.2 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 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 Beauregard Parish School Board verifying compliance with the provisions of this section. This form shall be executed and submitted to the Beauregard Parish School Board, or the Project Architect, on behalf of the Beauregard Parish School Board, within ten (10) days after the bid opening by the apparent low bidder.

6.1.3 See enclosed Non-Collusion Affidavit of Prime Bidder. The apparent low bidder shall execute the Non-Collusion Affidavit of Prime Bidder, and it must be submitted to the Beauregard Parish School Board, or the Project Architect, on behalf of the Beauregard Parish School Board, within ten (10) days after the bid opening.

6.1.4 See enclosed Affidavit (RS 38:2224, 2190, 2290-2296). The apparent low bidder shall execute an affidavit, in accordance with LSA—R.S. 38:2290-2296 as amended, to the effect that he has not entered in to a collusive agreement with any other person, firm or corporation in regard to any bid submitted to the Beauregard Parish School Board, or the Project Architect, on behalf of the Beauregard Parish School Board, within ten (10) days after the bid opening.

6.1.5 See enclosed Attestation Form (R.S.38:2227). The apparent low bidder shall execute an attestation, in accordance with LSA—R.S. 38:2227 to the effect that he has have past criminal convictions and it must be submitted to the Beauregard Parish School Board, or the Project Architect, on behalf of the Beauregard Parish School Board, within ten (10) days after the bid opening.

6.1.6 See enclosed Affidavit Form (RS 38:2222.10). The apparent low bidder shall execute an affidavit, in accordance with LSA—R.S. 38:2222.10 (C). that he is registered and participates in a status verification system, that he shall continue during the term of the contract, and shall require all Subcontractors to submit a sworn affidavit verifying compliance. This form must be submitted to the Beauregard Parish School Board, or the Project Architect, on behalf of the Beauregard Parish School Board, 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.

A list of names and business domiciles of all Subcontractors proposed for the principal portions of the work. See the enclosed Subcontractor's Listing form. Submitted information shall include the Subcontractor's license number and Federal ID number.

## 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 Beauregard Parish School Board, entitled Performance and Payment Bond, a copy of which is included in the Bidding Documents.

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

## ARTICLE VIII

### Contract

8.1 Form to be Used

8.1.1 Form of the Contract to be used shall be furnished by the Beauregard Parish School Board, a draft copy of which is bound in the Bidding Documents. The draft contract is subject to change at the Beauregard Parish School Board’s discretion when deemed necessary.

8.2 Award

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

## ARTICLE IX

Insurance Requirements

SEE ATTACHED INSURANCE REQUIREMENTS

## ARTICLE X

Completion Time & Stipulated Damages

The completion of the Contract must be within the time stated in the Special Provisions section included in these bid documents, subject to such extensions as may be granted under AIA Document A201-2017, Paragraph 8.3, Delays and Extensions of Time in the General Conditions and the Supplementary Conditions, or the Contractor will be subject to pay to the Beauregard Parish School Board, Stipulated Damages in the amount as stated in the Special Provisions section included in these bid documents and the executed contract between the Beauregard Parish School Board and the Contractor.

## ARTICLE XI

Pre-Bid Conference

11.1 If deemed necessary, a pre-bid conference may be held at least ten (10) days before the date for receipt of bids. The Architect shall coordinate the setting of the date, time, and place for the pre-bid conference as stated in the advertisement and should invite the Beauregard Parish School Board and all who have received sets of the Bidding Documents to attend. The purpose of the pre-bid conference is to familiarize Bidders with the requirements of the Project and the intent of the Contract Documents, and to receive comments and information from interested Bidders.

11.2 Any revision of the Bidding Documents, made as a result of the pre-bid conference, shall not be valid unless included in an Addendum issued in accordance with Paragraph 3.4 of the Instructions to Bidders.

## ARTICLE XII

Local Preference

12.1 The Beauregard Parish School Board has gone on official record encouraging General Contractors and Subcontractors domiciled in Beauregard Parish to

participate in this project, and further, expressing the preference of the Beauregard Parish School Board that such Beauregard Parish businesses obtain the work through the bid process. Also, the Beauregard Parish School Board expresses its desire that fair wages be paid to employees working on the contract.

## ARTICLE XIII

### Use of Minority Subcontractors

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

The agency relationship between the Beauregard Parish School Board 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 Beauregard Parish School Board.

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

# AIA® Document A101® – 2017

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

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

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

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

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

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

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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

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## ARTICLE 1 THE CONTRACT DOCUMENTS

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

## ARTICLE 2 THE WORK OF THIS CONTRACT

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

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

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

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

### § 3.3 Substantial Completion

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve


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Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

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

[ ] By the following date:

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

| Portion of Work | Substantial Completion Date |
|---|---|
| | |

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

## ARTICLE 4 CONTRACT SUM

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

### § 4.2 Alternates

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

| Item | Price |
|---|---|
| | |

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

| Item | Price | Conditions for Acceptance |
|---|---|---|
| | | |

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

| Item | Price |
|---|---|
| | |

**§ 4.4** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| | | |

**§ 4.5** Liquidated damages, if any:
*(Insert terms and conditions for liquidated damages, if any.)*

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

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## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

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

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

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

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

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

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

### § 5.2 Final Payment

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

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

**.2** a final Certificate for Payment has been issued by the Architect.

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

### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
*(Insert rate of interest agreed upon, if any.)*

% 

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

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

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

**§ 6.2 Binding Dispute Resolution**

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

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

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

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

**§ 8.2** The Owner's representative:
*(Name, address, email address, and other information)*

**§ 8.3** The Contractor's representative:

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

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

**§ 8.5 Insurance and Bonds**

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

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

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7** Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**§ 9.1** This Agreement is comprised of the following documents:

**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

**.2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds

**.3** AIA Document A201™–2017, General Conditions of the Contract for Construction

**.4** Building information modeling exhibit, dated as indicated below:
*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*

**.5** Drawings

| Number | Title | Date |
|---|---|---|

**.6** Specifications

| Section | Title | Date | Pages |
|---|---|---|---|

**.7** Addenda, if any:

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| Number | Date | Pages |
|---|---|---|
| | | |

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

**.8** Other Exhibits:
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

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

[ ] The Sustainability Plan:

| Title | Date | Pages |
|---|---|---|
| | | |

[ ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|
| | | | |

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

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

| | |
|---|---|
| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
| *(Printed name and title)* | *(Printed name and title)* |

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## 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 insurances 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.

(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.

(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.

## 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.

(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.

Project: Singer High School Renovation – Phase One
Project No.: VSG – 2649

GENERAL SCOPE OF WORK:

This renovation project includes work at both the existing softball and baseball fields.

Baseball Field:

- Remove and replace existing dugouts (home and visitor side) with new.
- Remove and replace outfield fence (wood framed with metal wall panels) with new galvanized chain link fence, 6 feet high.
- Add bleacher covers to both home and visitor side bleacher locations.

Softball Field:

- Remove and replace existing dugouts (home and visitor side) with new.
- Remove and replace all existing chain link fence with new galvanized chain link fence.
- Remove existing cmu backstop and replace with new chain link fence backstop.
- Add bleacher covers to both home and visitor side bleacher locations.
- Add concrete paving behind backstop for bleacher and concrete sidewalks to both bleacher sets (home and visitor).

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** **Beauregard Parish School Board**
**202 W. Third Street**
**DeRidder, Louisiana 70634**

**BID FOR: Singer High School Renovations – Phase One**
153 Louisiana Highway 110 E
Singer, Louisiana 70660
VSG Project No. 2649

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: Vincent-Shows-Gautreaux, Architects, APALLC and dated: November 12, 2026

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

**TOTAL BASE BID**: Provide total construction cost price for all work associated with the "Scope of Work Legend" as defined by insurance as indicated on drawings. 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** *(Add privacy slats to chain link fence at outfields for both baseball and softball fields)* for the lump sum of:

_____ Dollars ($ _____)

**Alternate No. 2** *(Add masonry backstop at softball field)* for the lump sum of:

_____ Dollars ($ _____)

**Alternate No. 3** *(None)* for the lump sum of:

_____ Dollars ($ N/A )

**NAME OF BIDDER:** _____

**ADDRESS OF BIDDER:** _____

_____

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** _____

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** _____

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** _____

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **:** _____

**DATE:** _____

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

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

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

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

# BID BOND

FOR

Singer High School Renovations – Phase One VSG# 2649

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That_____of_____, as Principal, and_____, as Surety, are held and firmly bound unto the Beauregard Parish School Board (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 that 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 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: _____ BY:_____

AUTHORIZED OFFICER-OWNER-PARTNER AGENT OR ATTORNEY-IN-FACT (SEAL)

# SUBCONTRACTOR LISTING

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



| Work Description | Subcontractor & Location | √ if minority | Phone # | LA. Contractor's License # | Federal I.D. # |
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THIS FORM IS TO BE SUBMITTED TO THE OWNER, OR
PROJECT ARCHITECT ON BEHALF OF THE OWNER, BY THE AWARDED BIDDER
AT THE PRE-CONSTRUCTION MEETING.

# 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 Beauregard Parish School Board:

> *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 sub-contractor shall provide through the general contractor on a monthly basis a signed certificate on a form provided by the Parish 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 Parish 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, ON BEHALF OF THE OWNER, WITHIN TEN (10) DAYS AFTER THE BID OPENING.

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF LOUISIANA
PARISH OF BEAUREGARD

_____, being first duly sworn, deposed and says that

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

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

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

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the Beauregard Parish School Board, 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, ON BEHALF OF THE OWNER, WITHIN TEN (10) DAYS AFTER THE BID OPENING.

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

BEAUREGARD PARISH SCHOOL BOARD
PROJECT NO. VSG# 2649
NAME: SINGER HIGH SCHOOL RENOVATION – PHASE ONE
LOCATION: SINGER HIGH SCHOOL

STATE OF LOUISIANA
PARISH OF BEAUREGARD

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.

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

Singer High School Renovation – Phase One VSG# 2649
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)
(b) Corrupt influencing (R.S. 14:120)
(c) Extortion (R.S. 14:66)
(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)
(b) Identity Theft (R.S. 14:67.16)
(c) Theft of a business record (R.S.14:67.20)
(d) False accounting (R.S. 14:70)
(e) Issuing worthless checks (R.S. 14:71)
(f) Bank fraud (R.S. 14:71.1)
(g) Forgery (R.S. 14:72)
(h) Contractors; misapplication of payments (R.S. 14:202)
(i) Malfeasance in office (R.S. 14:134)

**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, 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)**

Singer High School Renovation – Phase One VSG# 2649
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, ON BEHALF OF THE OWNER, WITHIN TEN (10) DAYS AFTER THE BID OPENING.

# MONTHLY FORM

## CONTRACTOR COMPLIANCE FOR LOCAL AND STATE RESIDENCY REQUIREMENTS

**NOTE: this Contract Compliance Executed Form shall be submitted on a monthly basis to the Owner along with the Contractor's Monthly Request for Payment. It must be properly completed, executed, totaled, and certified on the last page of this form by the authorized agent.**



| General Contractor/Location<br><br>Subcontractor/Location | Total # In Work Force this Project | Total # Beauregard Residents in Work Force on this Project | % of Beauregard Residents in Work Force on this Project | Total # of Louisiana Residents in Work Force on this Project | % of Louisiana Residents in Work Force on this Project |
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# MONTHLY FORM
# CONTRACTOR COMPLIANCE FOR LOCAL AND STATE RESIDENCY REQUIREMENTS

**NOTE: this Contract Compliance Executed Form shall be submitted on a monthly basis to the Owner along with the Contractor's Monthly Request for Payment. It must be properly completed, executed, totaled, and certified on the last page of this form by the authorized agent.**



| General Contractor/Location<br><br>Subcontractor/Location | Total # in Work Force this Project | Total # Beauregard Residents in Work Force on this Project | % of Beauregard Residents in Work Force on this Project | Total # of Louisiana Residents in Work Force on this Project | % of Louisiana Residents in Work Force on this Project |
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| TOTALS | | | | | |

I, the undersigned, do hereby certify that the information provided herein of the total work force on this project listed below for the month of _____, 20___, is true and correct and in compliance with Article XII of the Contract Documents.

PROJECT: _____ GENERAL CONTRACTOR: _____

SIGNATURE OF AGENT: _____TITLE: _____

# 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 Beauregard Parish School Board. Electrical subcontractor(s) may make more copies of this form, if additional pages are necessary.

PROJECT: Singer High School Renovation – Phase One VSG# 2649

MONTH OF _____, 20____. Page _____ of _____ Pages

| NAME OF EMPLOYEES IN WORK FORCE THIS MONTH | PARTICIPATING/COMPLETED TRAINING & EDUCATION PROGRAM (please check one) | |
|---|---|---|
| | YES | NO |
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CERTIFIED BY: _____

DATE: _____

CONTRACTOR COMPLIANCE CERTIFICATE
ON STATE & LOCAL RESIDENCY REQUIREMENTS

In accordance with Article VI, I hereby certify that this construction firm will comply with the requirements that certain percentages of state and local residents be hired on this project in accordance with the provisions of LSA—R.S. 38:2225.1 B. (1) and (2).

I acknowledge that the Beauregard Parish School Board has invoked its authority under the provisions of the statutes, which are as follows:

B. (1) When a participating political subdivision lets a contract for a public works project that is to be administered by or paid for, in whole or in part, by said political subdivision's funds, the governing authority of the political subdivision may require, as a condition of letting the contract, that not less than eighty percent (80%) of the persons employed in fulfilling that contract be residents of the State of Louisiana.

(2) In addition, when the governing authority of Beauregard Parish may, upon a finding that there is substantial cause to counteract grave economic and social ills, require, as a condition of letting contracts for public works to be paid for solely with local funds, that no less than fifty percent (50%) of the persons employed in fulfilling that contract be residents of Beauregard Parish. Notwithstanding the provisions of this Paragraph, management personnel and persons whose skills are unavailable for performing the work may be excluded from the requirements of this Paragraph, as said governing authority may determine and provide for in the bid specifications.

I will complete the "Contractor's Monthly Certification Affidavit" similar to that enclosed in these bid documents submit same at the required times during the course of this project.

_____
BIDDER

BY: _____

_____
Name & Title

_____
Address

Date: _____

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

# AIA® Document A201® – 2017

## *General Conditions of the Contract for Construction*

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

Singer High School Renovation – Phase One
153 Louisiana Highway 110 E
Singer, Louisiana 70660

**THE OWNER:**
*(Name, legal status and address)*

Beauregard Parish School Board
202 W. Third Street
DeRidder, Louisiana 70634

**THE ARCHITECT:**
*(Name, legal status and address)*

Vincent-Shows-Gautreaux Architects, APALLC
1502 South Huntington Street
Sulphur, Louisiana 70663

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

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

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

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consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

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

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### § 1.8 Building Information Models Use and Reliance

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

## ARTICLE 2 OWNER

### § 2.1 General

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

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

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

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

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

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

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

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

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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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.

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**§ 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.

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### § 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

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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

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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.

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**§ 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.

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### § 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.

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**§ 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

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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.

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**§ 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

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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.

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### § 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.

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**§ 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

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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,

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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

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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.

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### § 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

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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

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.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

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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

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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

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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

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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.

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**§ 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.

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**§ 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

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.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.

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**§ 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.

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**§ 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.

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**§ 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).

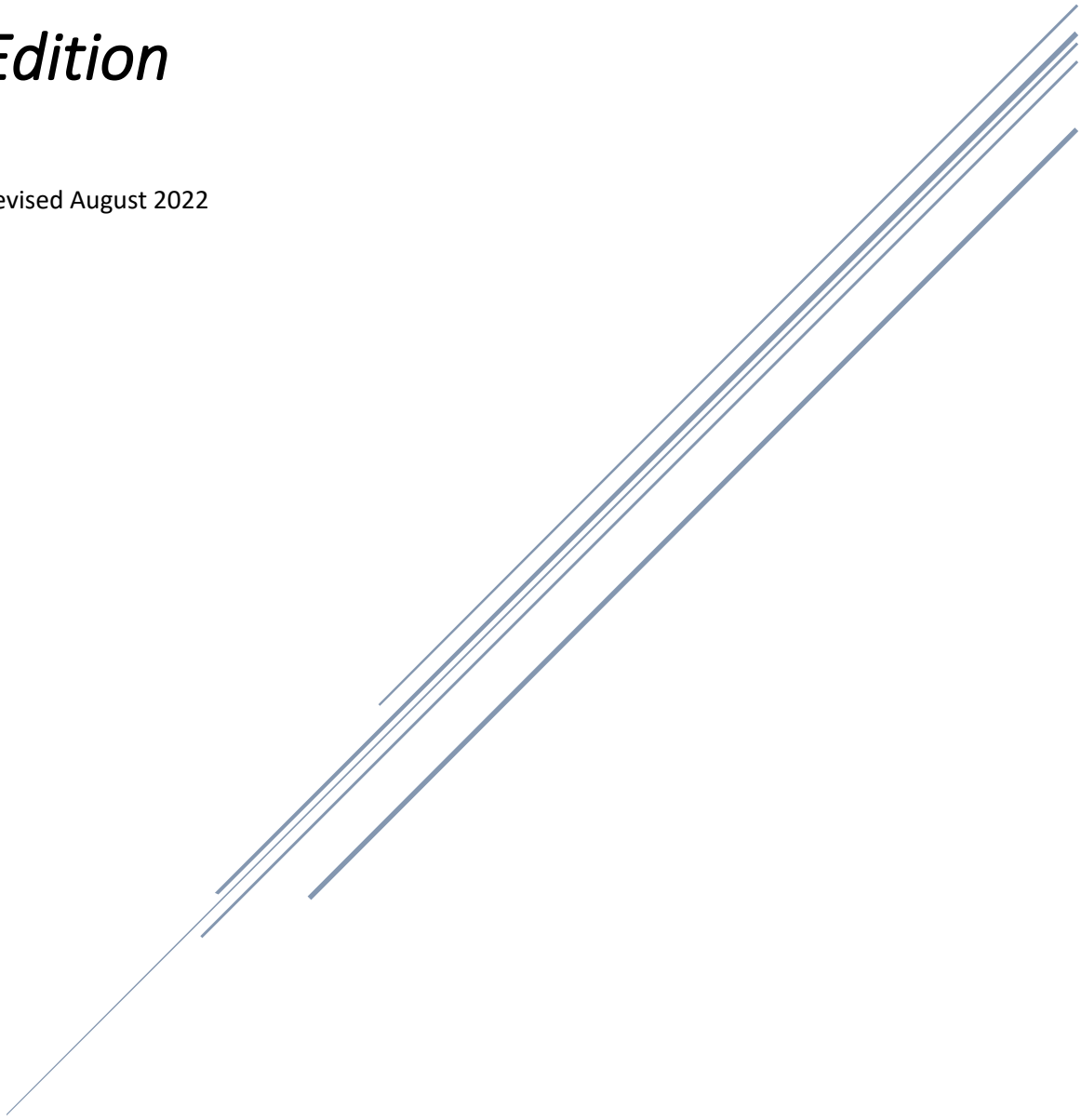
**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, 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.

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# *Supplementary Conditions for the AIA A201-2017 Edition*

Revised August 2022



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SUPPLEMENTARY CONDITIONS

# Note to Reader

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 Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of the Article, Paragraph, Subparagraph or Clause shall remain in effect. Articles, 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

Delete the third sentence and add the following sentence: “The Contract Documents shall include the Bidding Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.”

# ARTICLE 2 OWNER

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

Delete Section 2.2.

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

§2.3 Information and Services Required of the Owner

§2.3.5 (Add the following sentence to the end of Subparagraph 2.3.5): "The Owner shall not be responsible for any explanation or interpretation of the Contract Documents."

(Add the following Paragraph 2.6)

§2.6 Owner's Right of Partial Occupancy

§2.6.1 The Owner shall have the right to use any and all portions of the building that have reached such a stage of completion as to permit occupancy or use provided that such occupancy or use does not hamper the Contractor or prevent his efficient completion of the Contract. Use form provided in the Contract Documents entitled "Beneficial Occupancy.

# ARTICLE 3 CONTRACTOR

## §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 Revue 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 Add §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.

## §3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 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 Owner/District's sample contract.

## ARTICLE 4 ARCHITECT

### §4.1 General

(Delete Subparagraph 4.1.1 and replace with the following)

§4.1.1 The term Architect, when used in the Contract Documents, shall mean the prime designer (Architect, Professional 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 Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender.

## 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 Subparagraph)

§7.1.4 As part of the pre-construction conference submittals, the contractor is to submit the following prior to the commencement of work.

- Fixed job site overhead cost itemized with documentation to support daily rates.
- Insurance and Bond Premium Rates, as a percentage, with supporting information from the General Contractor’s carrier.

## §7.2 Change Orders

(Add the following Subparagraphs 7.2.2 through 7.2.8)

§7.2.2 The cost to the Owner resulting from the change in the work shall be the sum of:

1. Contractor's material and labor cost
2. Subcontractor's (as defined in Article 5.1.1) material and labor cost
3. Overhead and Profit

The credit to the Owner resulting from a change in the work shall be the sum of:

1. Contractor's material and labor cost
2. Subcontractor's material and labor cost
3. Credit will not be required for overhead and profit

§7.2.3 Before a change order is prepared, the Contractor shall provide and deliver to the Architect the following information, not subject to waiver, within ten (10) days after being notified to prepare said change order:

1. An itemized list of material and labor cost for each subcontractor's work including quantities and unit costs for each item of labor and each item of material.
2. An itemized list of material and labor costs for Contractor's work including quantities and unit costs for each item of labor and each item of material.
3. Overhead and profit shall be computed by one of the following methods: (not to exceed 25% on any portion of work).
    a. When all of the work is Contractor's work; 15% of the cost of the work as defined hereafter
    b. When the work is all Subcontract work; 15% of the cost of the work for Subcontractor's overhead and profit plus 10% of the cost of the work for Contractor's overhead and profit.
    c. When the work is a combination of Contractor's work and Subcontractor's work; 15% of the cost of the work for Subcontractor's overhead and profit plus 10% of the cost of the work for Contractor's overhead and profit plus 15% of the cost of the Contractor's work for the Contractor's overhead and profit.

§7.2.4 The Contractor shall include extensions of time if any with the change order request and shall submit substantiation for such extension of time.

§7.2.5 Cost of the work for the purpose of change orders shall be costs necessarily incurred in performance of the work and paid by the Contractor which shall consist of:

1. Wages paid.
2. Cost of all materials and supplies.
3. Cost of necessary machinery and equipment.
4. Cost of applicable taxes, insurance, fringe benefits, unemployment compensation, social security, old age and bond premiums.
5. Any other documents costs.

§7.2.6 Subcontractor's cost shall consist of items in 7.2.5 above plus overhead and profit as defined in 7.2.3.

§7.2.7 Cost of the work whether Contractor's Cost of Subcontractor's cost shall not apply to the following:

1. Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.
2. Expenses of the Contractor's principal offices, branch offices, and the field office.
3. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the work.
4. Overhead and general expenses of any kind or the cost of any items not specifically and expressly included above in the Cost of the Work.
5. Costs due to the negligence of the Contractor, any Subcontractor, anyone directly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective or nonconforming work, disposal of material and equipment wrongly supplied, or making good any damage to property.

§7.2.8 When applicable, as provided by the Agreement, the Cost to the 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”.

### §7.4 Minor Changes in the Work

(Add the following after the last sentence): "However, any changes which effect a reduction in quantity or quality of materials or equipment shall not be made without the written approval of the Owner."

## ARTICLE 8 TIME

### §8.1 Definitions

§8.1.2 (Change the words "in the Agreement" to read "by the written notice to proceed")

(Add the following Subparagraph)

§8.1.5 The date of Beneficial Occupancy shall be the date when a certain portion or portions of a project are complete to a point where they can be occupied by the Owner.

### §8.2 Progress and Completion

(Delete Subparagraph 8.2.1 and substitute the following)

§8.2.1 Time is of the essence and completion of the work must be within the time stated in the Agreement, subject to such extensions as may be granted under Paragraph 8.3. The Contractor agrees to commence work not later than fourteen 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 Agreement. 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 his 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 (Saturday, Sunday, and holidays included) of delay until the work is substantially complete.

### §8.3 Delays and Extensions of Time

§8.3.1 Change the words "by change order for such reasonable time as the Architect may determine" to read "as recommended by the Architect, subject to Owner's approval of the change order".

(Delete Subparagraph 8.3.3)

# ARTICLE 9 PAYMENTS AND COMPLETION

## §9.1 CONTRACT SUM

Delete Section 9.1.2.

(Delete Paragraph 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:

1. The Schedule of Values Form as submittal shall be on AIA Document G703.
2. Use the index (table of contents) of the specifications as a basis for format for listing costs of work for sections under Division 1 through 33. Use each section number under each division for subtitles. Each section shall be subdivided into separate line items for the total cost (with overhead and profit) of separate items in sections.
3. The total of all items shall equal the total Contract Sum.

§9.3 Applications for Payment

(Delete Subparagraph 9.3.1 and substitute the following)

§9.3.1 Monthly, the Contractor shall submit to the Architect an itemized Application of Certificate for Payment on the most recent versions of AIA Document G702, accompanied by AIA Document G703, notarized if required, supported by such data substantiating the 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 in the work and of material suitably stored at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows:

1. Projects with Contract sum of less than $500,000.00 - 10% of the Contract sum.
2. Projects with Contract sum of more than $500,000.00 - 5% of the Contract sum.

(Delete Subparagraph 9.3.1.1)

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 Subparagraph 9.6.1 and substitute the following)

§9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in a timely manner.

## §9.8 Substantial Completion

(Delete the words "or designated portion thereof" wherever they appear in Subparagraphs 9.8.1 through 9.8.5).

§9.8.2 Delete the words "or portion thereof which the Owner agrees to accept separately" where they appear in 9.8.2.

§9.8.5 (Delete the second and third sentences of Subparagraph 9.8.5 and substitute the following): "The normal retainage shall not be due the Contractor until expiration of the forty-five-day lien period and submission to the Architect of a clear lien certificate and invoice for same".

(Add the following Subparagraphs 9.8.7)

§9.8.7 A "punch list" of "exceptions" and the dollar value related thereto will be prepared. A monetary value will be assigned to each item so that a "special" retainage can be withheld for exceptions to acceptance in addition to the "normal" retainage.

## §9.9 Partial Occupancy or Use

(Delete the entire Paragraph 9.9.1 and replace with)

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

§9.10.2 (Completely delete that part of the sentence following (5) and substitute the following): "Contractor shall furnish a clear lien certificate from the Clerk of Courts not less than forty-five (45) days after the recordation of acceptance. The cost of recordation shall be the responsibility of the Contractor."

## §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 Article 11 in its entirety 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 and 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.

(Add new Paragraph 13.6)

## §13.6 Recordation of Contract and Bond

§13.6.1 The Contractor shall record the Agreement between the Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the parish in which the work is to be performed.

# ARTICLE 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.

(Add the following Subparagraph 14.2.5)

§14.2.5 If an agreed sum of stipulated damages has been established, termination by the Owner under this article will 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.

# 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.

(Add the following as Articles 16 – 20)

# 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.

## ARTICLE 17 DOCUMENT INTENT

§17.1 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 the said documents. It shall be the responsibility of the Contractor to provide everything necessary to complete the work as enumerated in these Supplementary Conditions.

## ARTICLE 18 COORDINATION OF TRADES

§18.1 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 to provide everything necessary to complete the Work.

§18.2 If installation of conduits, piping and ductwork become a problem, it will be expected that the various Subcontractors with the General Contractor will coordinate their work to complete the installation at no additional cost to the Owner.

Attention is called to priority list for installation in the Mechanical Section of this Specification as enumerated here:

1. Sanitary Drain and Waste
2. Storm Drain and Sewer
3. Acid Waste
4. Steam Supply
5. Heating Hot Water
6. Chilled Water
7. Clinical Gases
8. Air Conditioning Supply Duct
9. Sprinkler System
10. Natural Gas
11. Domestic Hot Water
12. Domestic Cold Water
13. Electric Conduit

Items not required will be deleted, but adjusted sequence will remain.

§18.3 It will be the responsibility of the Contractor and all Subcontractors to review all architectural, structural, mechanical and electrical plans. After the contract is signed, it will be the responsibility of the Contractor and all Subcontractors to provide necessary rough-in and connection, mechanical and electrical, to all items and equipment necessary to place this unit or equipment in complete operating condition. If item is shown on any one segment (architectural, structural, mechanical or electrical), it shall be considered as being required by all and will be provided with all utility hook-up at no additional cost to the Owner, unless specifically noted otherwise.

§18.4 Electrical panel locations shall be reviewed, and locations adjusted for reasonable access by conduits within walls. If structure interferes with access to panels, the panel will be relocated at no cost to the Owner. Further, if the electrical panels cannot be flush mounted two options remain:

1. If the space is 1/2” or less from the wall, provide a finished wood trim filler at perimeter of panel 2-1/2” wide with mitered corners.
2. Subcontractor shall arrange with the General Contractor to provide an increase in wall thickness so that the panel may be flush mounted with no additional cost to the Owner.

§18.5 Plans will generally be complete with regard to pipe chases and furred areas. If additional furring is required, this should be called to the attention of the Architect for an addendum. After the contract is signed it will be the responsibility of the Contractor to provide all pipe chases, increases in wall dimension and other furring necessary to the completion of the project with required finishes at no additional cost to the Owner. No exposed piping or conduit will be permitted.

## ARTICLE 19 PRODUCT AND COLOR SELECTIONS

§19.1 Although one carpet, vinyl wall covering, paint and/or other similar items are specified and scheduled, it is not the intent of the documents to use a single selection for all such scheduled areas.

## ARTICLE 20 OPEN WALL AND CEILING INSPECTION

§20.1 No finish material or construction will be issued on walls, partitions and ceilings until a representative of the Architect in the presence of the General Contractor and his Subcontractors make an open wall inspection of all plumbing piping, fixtures, supports, electrical conduit wall bracing, duct work and support, etc. Contractor will notify Architect forty-eight (48) hours prior to requested inspection.

# PERFORMANCE AND PAYMENT BOND

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

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

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

of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner, Beauregard Parish School Board, 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)

_____

# AIA® Document G701® – 2017

## *Change Order*

**PROJECT:** *(Name and address)*
Singer High School Renovations - Phase One
153 Louisiana Highway 110 E.
Singer, Louisiana 70660

**CONTRACT INFORMATION:**
Contract For:

Date:

**CHANGE ORDER INFORMATION:**
Change Order Number:

Date:

**OWNER:** *(Name and address)*
Beauregard Parish School Board
202 W. Third Street
DeRidder, Louisiana 70634

**ARCHITECT:** *(Name and address)*
Vincent-Shows-Gautreaux Architects, APALLC
1502 South Huntington Street
Sulphur, Louisiana 70663

**CONTRACTOR:** *(Name and address)*

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

| | |
|---|---|
| The original Contract Sum was | $ 0.00 |
| The net change by previously authorized Change Orders | $ 0.00 |
| The Contract Sum prior to this Change Order was | $ 0.00 |
| The Contract Sum will be increased by this Change Order in the amount of | $ 0.00 |
| The new Contract Sum including this Change Order will be | $ 0.00 |

The Contract Time will be unchanged by ( ) days.
The new date of Substantial Completion will be

**NOTE:**

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

| | | |
|---|---|---|
| **ARCHITECT** *(Signature)* | **CONTRACTOR** *(Signature)* | **OWNER** *(Signature)* |
| *(Printed name, title, and license number if required)* | *(Printed name and title)* | *(Printed name and title)* |
| *Date* | *Date* | *Date* |

Sample

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# AIA® Document G704® – 2017

## *Certificate of Substantial Completion*

**PROJECT:** *(name and address)*
Singer High School Renovations - Phase One
153 Louisiana Highway 110 E., Singer, Louisiana 70660

**CONTRACT INFORMATION:**
Contract For:

Date:

**CERTIFICATE INFORMATION:**
Certificate Number:

Date:

**OWNER:** *(name and address)*
Beauregard Parish School Board
202 W. Third Street
DeRidder, Louisiana 70634

**ARCHITECT:** *(name and address)*
Vincent-Shows-Gautreaux Architects, APALLC
1502 South Huntington Street
Sulphur, Louisiana 70663

**CONTRACTOR:** *(name and address)*

The Work identified below has been reviewed and found, to the Architect s best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
*(Identify the Work, or portion thereof, that is substantially complete.)*

| **ARCHITECT** *(Signature)* | *(Printed name, title, and license number if required)* | *Date Of Substantial Completion* |
|---|---|---|

**WARRANTIES**
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

**WORK TO BE COMPLETED OR CORRECTED**
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
*(Identify the list of Work to be completed or corrected.)*

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
*(Note: Owner s and Contractor s legal and insurance counsel should review insurance requirements and coverage.)*

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

| **CONTRACTOR** *(Signature)* | *(Printed name and title)* | *Date* |
|---|---|---|
| **OWNER** *(Signature)* | *(Printed name and title)* | *Date* |

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# SPECIAL PROVISIONS

1. The Work shall be completed on or before **90** calendar days from the date of Notice to Proceed.

2. If the duration of the Work exceeds the total contract time, the amount of $500 per calendar day for each day of delinquent completion shall be deducted from payments due to the Contractor as stipulated damages.

# SECTION 012300 - ALTERNATES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

### 1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

- Alternates described in this Section are part of the Work only if enumerated in the Agreement.
- The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

### 1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

- Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Execute accepted alternates under the same conditions as other work of the Contract.

C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- Base Bid:

  Baseball Field:
  - Remove and replace existing dugouts (home and visitor side) with new.
  - Remove and replace outfield fence (wood framed with metal wall panels) with new galvanized chain link fence, 6 feet high.
  - Add bleacher covers to both home and visitor side bleacher locations.

  Softball Field:
  - Remove and replace existing dugouts (home and visitor side) with new.
  - Remove and replace all existing chain link fence with new galvanized chain link fence.
  - Remove existing cmu backstop and replace with new chain link fence backstop.
  - Add bleacher covers to both home and visitor side bleacher locations.
  - Add concrete paving behind backstop for bleacher and concrete sidewalks to both bleacher sets (home and visitor).

- Add Alternate #1: Add to provide and install privacy slats at outfield fence for both the baseball and softball fields.
- Add Alternate #2: Add to provide and install a 2’-4” masonry backstop at the softball field that will run continuous from visitor side dugout to home side dugout.
- Add Alternate #3: Not used.

END OF SECTION 012300

# SECTION 024119 - SELECTIVE DEMOLITION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.

### 1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

### 1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

## 1.5 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site, Singer High School – Baseball and Softball Fields.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
4. Review areas where existing construction is to remain and requires protection.

## 1.6 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.

D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

## 1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

D. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs or video.

1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

## 3.2 PREPARATION

A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

## 3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Arrange to shut off utilities with utility companies.
2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

    a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.

## 3.4 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Cover and protect furniture, furnishings, and equipment that have not been removed.
4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

## 3.5 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
4. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

## 3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

B. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

## 3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

## 3.8 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

# SECTION 033000 - CAST-IN-PLACE CONCRETE

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:

1. Section 312000 "Earth Moving" for drainage fill under slabs-on-grade.
2. Section 321313 "Concrete Paving" for concrete pavement and walks.

### 1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. W/C Ratio: The ratio by weight of water to cementitious materials.

### 1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site, Singer High School – Baseball and Softball Fields.

1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixtures.
c. Ready-mix concrete manufacturer.
d. Concrete Subcontractor.
e. Special concrete finish Subcontractor.

2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips,

forms and form removal limitations, vapor-retarder installation, steel reinforcement installation, floor and slab flatness and levelness measurement, concrete repair procedures, and concrete protection.

## 1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mixing water to be withheld for later addition at Project site.

C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

1. Location of construction joints is subject to approval of the Architect.

## 1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer.

B. Welding certificates.

C. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Form materials and form-release agents.
4. Steel reinforcement and accessories.
5. Fiber reinforcement.
6. Waterstops.
7. Curing compounds.
8. Floor and slab treatments.
9. Bonding agents.
10. Adhesives.
11. Vapor retarders.
12. Semirigid joint filler.
13. Joint-filler strips.
14. Repair materials.

D. Material Test Reports: For the following, from a qualified testing agency:

1. Aggregates.

E. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.

F. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

G. Field quality-control reports.

H. Minutes of preinstallation conference.

## 1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Testing Agency Qualifications: An independent agency, qualified according to ASTM C1077 and ASTM E329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M.

## 1.8 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

1.10 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 (ACI 301M).
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M), and as follows:

1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301 (ACI 301M).
2. ACI 117 (ACI 117M).

2.2 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.

D. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.

E. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

F. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that leave no corrodible metal closer than 1 inch (25 mm) to the plane of exposed concrete surface.
2. Furnish ties that, when removed, leave holes no larger than 1 inch (25 mm) in diameter in concrete surface.
3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

## 2.3 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A615/A615M, Grade 60 (Grade 420), deformed.

B. Plain-Steel Wire: ASTM A1064/A1064M, as drawn.

C. Deformed-Steel Wire: ASTM A1064/A1064M.

D. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, plain, fabricated from as-drawn steel wire into flat sheets.

## 2.4 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A615/A615M, Grade 60 (Grade 420), plain-steel bars, cut true to length with ends square and free of burrs.

B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

## 2.5 CONCRETE MATERIALS

A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type I/II.
2. Fly Ash: ASTM C618, Class F.

C. Normal-Weight Aggregates: ASTM C33/C33M, Class 1N coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 1 inch (25 mm) nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Air-Entraining Admixture: ASTM C260/C260M.

E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

F. Water: ASTM C94/C94M, potable.

## 2.6 VAPOR RETARDERS

A. Sheet Vapor Retarder: ASTM E1745, Class A, Include manufacturer's recommended adhesive or pressure-sensitive tape.

B. Sheet Vapor Retarder: Polyethylene sheet, ASTM D4397, not less than 15 mils (0.25 mm) thick.

## 2.7 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

C. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

## 2.8 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.

B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 according to ASTM D2240.

C. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

D. Epoxy Bonding Adhesive: ASTM C881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:

1. Types I and II, non-load bearing and Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

## 2.9 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301 (ACI 301M).

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 15 percent.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

## 2.10 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Footings: Normal-weight concrete.

1. Minimum Compressive Strength: 3000 psi (20.7 MPa) at 28 days.
2. Maximum Water-Cementitious Materials Ratio: 0.55
3. Slump Range at placement: 3 inches to 5 inches.

B. Slabs-on-Grade: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 3000 psi (20.7 MPa) at 28 days.
2. Maximum Water-Cementitious Materials Ratio: 0.55
3. Cememtitious Materials: 5.2 sack mix.
4. Slump Range at placement: 3 inches to 5 inches.
5. No Air.

## 2.11 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.12 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C94/C94M and ASTM C1116/C1116M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

# PART 3 - EXECUTION

## 3.1 FORMWORK INSTALLATION

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M).

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 1/8 inch (3.2 mm) for smooth-formed finished surfaces.
2. Class B, 1/4 inch (6 mm) for rough-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

## 3.2 EMBEDDED ITEM INSTALLATION

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

## 3.3 REMOVING AND REUSING FORMS

A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.

1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

## 3.4 VAPOR-RETARDER INSTALLATION

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E1643 and manufacturer's written instructions.

1. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

## 3.5 STEEL REINFORCEMENT INSTALLATION

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

## 3.6 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
3. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

4. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
2. Terminate full-width joint-filler strips not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished concrete surface where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

## 3.7 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.

C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M).

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301 (ACI 301M).
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

## 3.8 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.

C. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

## 3.9 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch (6 mm) in one direction.

1. Apply scratch finish to surfaces to receive concrete floor toppings and to receive mortar setting beds for bonded cementitious floor finishes.

C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.

1. Apply float finish to surfaces to receive trowel finish.

D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.

2. Finish and measure surface, so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- (3.05-m-) long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch (3.2 mm).

E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thinset method. While concrete is still plastic, slightly scarify surface with a fine broom.

1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

F. Broom Finish: Apply a medium, stiff broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

## 3.10 MISCELLANEOUS CONCRETE ITEM INSTALLATION

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

## 3.11 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

    a. Water.
    b. Continuous water-fog spray.
    c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

    a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

## 3.12 JOINT FILLING

A. Prepare, clean, and install joint filler according to manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least one month. Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches (50 mm) deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

## 3.13 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension to solid concrete. Limit cut depth to 3/4 inch (19 mm). Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with

clean, square cuts and expose steel reinforcement with at least a 3/4-inch (19-mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

## 3.14 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

C. Inspections:

1. Steel reinforcement placement.
2. Steel reinforcement welding.
3. Headed bolts and studs.
4. Verification of use of required design mixture.
5. Concrete placement, including conveying and depositing.
6. Curing procedures and maintenance of curing temperature.
7. Verification of concrete strength before removal of shores and forms from beams and slabs.

D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C172/C172M shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mixture placed each day.

    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

3. Slump: ASTM C143/C143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
4. Air Content: ASTM C231/C231M, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
5. Concrete Temperature: ASTM C1064/C1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.
6. Unit Weight: ASTM C567/C567M, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
7. Compression Test Specimens: ASTM C31/C31M.

    a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
    b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.

8. Compressive-Strength Tests: ASTM C39/C39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.

    a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
    b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
11. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
13. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.
14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

E. Measure floor and slab flatness and levelness according to ASTM E1155 (ASTM E1155M) within 48 hours of finishing.

END OF SECTION 033000

# SECTION 054000 - COLD-FORMED METAL FRAMING

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section Includes:

1. Exterior non-load-bearing wall framing.
2. Soffit framing.

B. Related Requirements:

1. Section 055000 "Metal Fabrications" for miscellaneous steel shapes, masonry shelf angles, and connections used with cold-formed metal framing.

### 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

### 1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Include layout, spacings, sizes, thicknesses, and types of cold-formed steel framing; fabrication; and fastening and anchorage details, including mechanical fasteners.
2. Indicate reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.

C. Delegated-Design Submittal: For cold-formed steel framing.

### 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Welding certificates.

C. Product Certificates: For each type of code-compliance certification for studs and tracks.

D. Product Test Reports: For each listed product, for tests performed by manufacturer and witnessed by a qualified testing agency.

1. Steel sheet.
2. Expansion anchors.
3. Power-actuated anchors.
4. Mechanical fasteners.
5. Vertical deflection clips.
6. Horizontal drift deflection clips
7. Miscellaneous structural clips and accessories.

E. Evaluation Reports: For nonstandard cold-formed steel framing post-installed anchors and power-actuated fasteners, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

## 1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM E329 for testing indicated.

B. Product Tests: Mill certificates or data from a qualified independent testing agency indicating steel sheet complies with requirements, including base-metal thickness, yield strength, tensile strength, total elongation, chemical requirements, and metallic-coating thickness.

C. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association, the Steel Framing Industry Association and the Steel Stud Manufacturers Association.

D. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."

E. Comply with AISI S230 "Standard for Cold-Formed Steel Framing - Prescriptive Method for One and Two Family Dwellings."

# PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

A. Marino Ware
B. Clark Dietrich
C. Scafco Steel Stud Company

## 2.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design cold-formed steel framing.

B. Structural Performance: Provide cold-formed steel framing capable of withstanding design loads within limits and under conditions indicated.

1. Design Loads: As indicated on Drawings.
2. Deflection Limits: Design framing systems to withstand design loads without deflections greater than the following:
    a. Exterior Non-Load-Bearing Framing: Horizontal deflection of 1/600 of the wall height.

3. Design framing systems to provide for movement of framing members located outside the insulated building envelope without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change of 120 deg F (67 deg C).
4. Design framing system to maintain clearances at openings, to allow for construction tolerances, and to accommodate live load deflection of primary building structure as follows:

    a. Upward and downward movement of 1/2 inch (13 mm)

5. Design exterior non-load-bearing wall framing to accommodate horizontal deflection without regard for contribution of sheathing materials.

C. Cold-Formed Steel Framing Standards: Unless more stringent requirements are indicated, framing shall comply with AISI S100, AISI S200, and the following:

1. Wall Studs: AISI S211.
2. Headers: AISI S212.
3. Lateral Design: AISI S213.

D. Fire-Resistance Ratings: Comply with ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency acceptable to authorities having jurisdiction.

## 2.3 COLD-FORMED STEEL FRAMING MATERIALS

A. Steel Sheet: ASTM A1003/A1003M, Structural Grade, Type H, metallic coated, of grade and coating designation as follows:

1. Grade: As required by structural performance.
2. Coating: G90 (Z275) or equivalent.

B. Steel Sheet for Vertical Deflection Drift Clips: ASTM A653/A653M, structural steel, zinc coated, of grade and coating as follows:

1. Grade: As required by structural performance.
2. Coating: G90 (Z275).

## 2.4 EXTERIOR NON-LOAD-BEARING WALL FRAMING

A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:

1. Minimum Base-Metal Thickness: 0.0428 inch (1.09 mm).
2. Flange Width: 2-1/2 inches (63 mm).

B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and as follows:

1. Minimum Base-Metal Thickness: Matching steel studs.
2. Flange Width: 1-1/4 inches (32 mm).

C. Vertical Deflection Clips: Manufacturer's standard head clips, capable of accommodating upward and downward vertical displacement of primary structure through positive mechanical attachment to stud web.

D. Drift Clips: Manufacturer's standard bypass or head clips, capable of isolating wall stud from upward and downward vertical displacement and lateral drift of primary structure through positive mechanical attachment to stud web and structure.

## 2.5 FRAMING ACCESSORIES

A. Fabricate steel-framing accessories from ASTM A1003/A1003M, Structural Grade, Type H, metallic coated steel sheet, of same grade and coating designation used for framing members.

B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:

1. Supplementary framing.
2. Bracing, bridging, and solid blocking.
3. Web stiffeners.
4. Anchor clips.
5. End clips.
6. Foundation clips.
7. Gusset plates.
8. Stud kickers and knee braces.
9. Joist hangers and end closures.
10. Hole-reinforcing plates.
11. Backer plates.

## 2.6 ANCHORS, CLIPS, AND FASTENERS

A. Steel Shapes and Clips: ASTM A36/A36M, zinc coated by hot-dip process according to ASTM A123/A123M.

B. Anchor Bolts: ASTM F1554, Grade 55, threaded carbon-steel hex-headed bolts, carbon-steel nuts, and flat, hardened-steel washers; zinc coated by hot-dip process according to ASTM A153/A153M, Class C mechanically deposition according to ASTM B695, Class 50.

C. Post-Installed Anchors: Fastener systems with bolts of same basic metal as fastened metal, if visible, unless otherwise indicated; with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 ICC-ES AC193 ICC-ES AC58 or ICC-ES AC308 as appropriate for the substrate.

1. Uses: Securing cold-formed steel framing to structure.
2. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B633 or ASTM F1941 (ASTM F1941M), Class Fe/Zn 5, unless otherwise indicated.
3. Material for Exterior or Interior Locations and Where Stainless Steel Is Indicated: Alloy Group 2 (A4) stainless-steel bolts, ASTM F593 (ASTM F738M), and nuts, ASTM F594 (ASTM F836M).

D. Power-Actuated Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

E. Mechanical Fasteners: ASTM C1513, corrosion-resistant-coated, self-drilling, self-tapping, steel drill screws.

1. Head Type: Low-profile head beneath sheathing; manufacturer's standard elsewhere.

F. Welding Electrodes: Comply with AWS standards.

## 2.7 MISCELLANEOUS MATERIALS

A. Galvanizing Repair Paint: ASTM A780/A780M MIL-P-21035B or SSPC-Paint 20.

B. Cement Grout: Portland cement, ASTM C150/C150M, Type I; and clean, natural sand, ASTM C404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.

C. Nonmetallic, Nonshrink Grout: Factory-packaged, nonmetallic, noncorrosive, nonstaining grout, complying with ASTM C1107/C1107M, and with a fluid consistency and 30-minute working time.

D. Shims: Load-bearing, high-density, multimonomer, nonleaching plastic; or cold-formed steel of same grade and metallic coating as framing members supported by shims.

E. Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch (6 mm) thick, selected from manufacturer's standard widths to match width of bottom track or rim track members as required.

## 2.8 FABRICATION

A. Fabricate cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened, according to referenced AISI's specifications and standards, manufacturer's written instructions, and requirements in this Section.

1. Fabricate framing assemblies using jigs or templates.
2. Cut framing members by sawing or shearing; do not torch cut.
3. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, pneumatic pin fastening, or riveting as standard with fabricator. Wire tying of framing members is not permitted.

    a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    b. Locate mechanical fasteners and install according to Shop Drawings, with screws penetrating joined members by no fewer than three exposed screw threads.

4. Fasten other materials to cold-formed steel framing by welding, bolting, pneumatic pin fastening, or screw fastening, according to Shop Drawings.

B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies by means that prevent damage or permanent distortion.

C. Tolerances: Fabricate assemblies level, plumb, and true to line to a maximum allowable variation of 1/8 inch in 10 feet (1:960) and as follows:

1. Spacing: Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
2. Squareness: Fabricate each cold-formed steel framing assembly to a maximum out-of-square tolerance of 1/8 inch (3 mm).

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Examine substrates, areas, conditions, and abutting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

A. Install load-bearing shims or grout between the underside of load-bearing wall bottom track and the top of foundation wall or slab at locations with a gap larger than 1/4 inch (6 mm) to ensure a uniform bearing surface on supporting concrete or masonry construction.

B. Install sealer gaskets at the underside of wall bottom track or rim track and at the top of foundation wall or slab at stud or joist locations.

## 3.3 INSTALLATION, GENERAL

A. Cold-formed steel framing may be shop or field fabricated for installation, or it may be field assembled.

B. Install cold-formed steel framing according to AISI S200, AISI S202, and manufacturer's written instructions unless more stringent requirements are indicated.

C. Install shop- or field-fabricated, cold-formed framing and securely anchor to supporting structure.

1. Screw, bolt, or weld wall panels at horizontal and vertical junctures to produce flush, even, true-to-line joints with maximum variation in plane and true position between fabricated panels not exceeding 1/16 inch (1.6 mm).

D. Install cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened.

1. Cut framing members by sawing or shearing; do not torch cut.
2. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, or riveting. Wire tying of framing members is not permitted.

    a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    b. Locate mechanical fasteners, install according to Shop Drawings, and comply with requirements for spacing, edge distances, and screw penetration.

E. Install framing members in one-piece lengths unless splice connections are indicated for track or tension members.

F. Install temporary bracing and supports to secure framing and support loads equal to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.

G. Do not bridge building expansion joints with cold-formed steel framing. Independently frame both sides of joints.

H. Fasten hole-reinforcing plate over web penetrations that exceed size of manufacturer's approved or standard punched openings.

## 3.4 EXTERIOR NON-LOAD-BEARING WALL INSTALLATION

A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure.

B. Fasten both flanges of studs to top and bottom track unless otherwise indicated.

C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.

D. Isolate non-load-bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.

1. Install single deep-leg deflection tracks and anchor to building structure.
2. Connect drift clips to cold-formed steel framing and anchor to building structure.

E. Install horizontal bridging in wall studs, spaced vertically in rows indicated on Shop Drawings but not more than 48 inches (1220 mm) apart. Fasten at each stud intersection.

1. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.

F. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 18 inches (450 mm) of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.

1. Install solid blocking at centers indicated on Shop Drawings.

G. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.

## 3.5 ERECTION TOLERANCES

A. Install cold-formed steel framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet (1:960) and as follows:

1. Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

## 3.6 FIELD QUALITY CONTROL

A. Testing: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Field and shop welds will be subject to testing and inspecting.

C. Testing agency will report test results promptly and in writing to Contractor and Architect.

D. Cold-formed steel framing will be considered defective if it does not pass tests and inspections.

E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

## 3.7 REPAIRS AND PROTECTION

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed steel framing with galvanized repair paint according to ASTM A780/A780M and manufacturer's written instructions.

B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that cold-formed steel framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION 054000

# SECTION 107516 - FLAGPOLES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes ground-mounted flagpoles made from aluminum.

B. Owner-Furnished Material: Flags.

### 1.3 PERFORMANCE REQUIREMENTS

A. Structural Performance: Flagpole assemblies, including anchorages and supports, shall withstand the effects of gravity loads, and the following loads and stresses within limits and under conditions indicated according to the following design criteria:

1. Wind Loads: 120 mph (3 second gust) according to SEI/ASCE 7-16.
2. Base flagpole design on nylon or cotton flags of maximum standard size suitable for use with flagpole or flag size indicated, whichever is more stringent.

### 1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, operating characteristics, fittings, accessories, and finishes for flagpoles.

B. Shop Drawings: For flagpoles. Include plans, elevations, details, and attachments to other work. Show general arrangement, jointing, fittings, accessories, grounding, anchoring, and support.

1. Include section, and details of foundation system for ground-mounted flagpoles.

C. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.

### 1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain flagpole as complete unit, including fittings, accessories, bases, and anchorage devices, from single source from single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. General: Spiral wrap flagpoles with heavy paper and enclose in a hard fiber tube or other protective container.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. American Flagpole; a Kearney-National Inc. company.
2. Ewing Flagpoles.
3. U.S. Flag & Flagpole Supply, LP.
4. USS Manufacturing Inc.

2.2 FLAGPOLE

A. Flagpole Construction, General: Construct flagpoles in one piece if possible. If more than one piece is necessary, comply with the following:

1. Fabricate shop and field joints without using fasteners, screw collars, or lead calking.
2. Provide flush hairline joints using self-aligning, snug-fitting, internal sleeves.
3. Provide self-aligning, snug-fitting joints.

B. Aluminum Flagpoles: Provide cone-tapered flagpoles fabricated from seamless extruded tubing complying with ASTM B 241/B 241M, Alloy 6063, with a minimum wall thickness of 3/16 inch (4.8 mm).

C. Flag Pole Height: 30 feet above top of foundation.

D. Metal Foundation Tube: Manufacturer's standard corrugated-steel foundation tube, not less than 0.064-inch- (1.6-mm-) nominal wall thickness. Provide with 3/16-inch (4.8-mm) steel bottom plate and support plate; 3/4-inch- (19-mm-) diameter, steel ground spike; and steel centering wedges welded together. Galvanize steel after assembly. Provide loose hardwood wedges at top of foundation tube for plumbing pole.

1. Provide flashing collar of same material and finish as flagpole.

2.3 FITTINGS

A. Finial Ball: Manufacturer's standard flush-seam ball, sized as indicated or, if not indicated, to match flagpole-butt diameter.

1. 0.063-inch (1.6-mm) spun aluminum, with gold anodic finish.

B. External Halyard: Ball-bearing, nonfouling, revolving truck assembly of cast metal with continuous 5/16-inch- (8-mm-) diameter, braided polypropylene halyard and 9-inch (228-mm) cast-metal cleats with fasteners. Finish exposed metal surfaces to match flagpole.

1. Provide single halyards and one cleat at each flagpole.
2. Provide halyard cover consisting of a 2-inch (50-mm) channel, 60 inches (1500 mm) long, finished to match flagpole.
3. Halyard Flag Snaps: Provide two stainless-steel swivel snap hooks per halyard.

a. Provide with neoprene or vinyl covers.

## 2.4 MISCELLANEOUS MATERIALS

A. Drainage Material: Crushed stone, or crushed or uncrushed gravel; coarse aggregate.

B. Sand: ASTM C 33, fine aggregate.

C. Elastomeric Joint Sealant: Single-component nonsag urethane joint sealant complying with requirements in Division 7 Section "Joint Sealants" for Use NT (nontraffic) and for Use M, G, A, and, as applicable to joint substrates indicated, for Use O.

D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

## 2.5 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## 2.6 ALUMINUM FINISHES

A. Color Anodic Finish: AAMA 611, AA-M12C22A32/A34, Class II, 0.010 mm or thicker.

1. Color: mill finished aluminum, or as selected by Architect from full range of industry colors and color densities.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, including foundation; accurate placement, pattern, orientation of anchor bolts, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

A. Prepare uncoated metal flagpoles that are set in foundation tubes by painting below-grade portions with a heavy coat of bituminous paint.

B. Foundation Excavation: Excavate to neat clean lines in undisturbed soil. Remove loose soil and foreign matter from excavation and moisten earth before placing concrete. Place and compact drainage material at excavation bottom.

C. Provide forms where required due to unstable soil conditions and for perimeter of flagpole base at grade. Secure and brace forms to prevent displacement during concreting.

D. Place concrete, as specified in Division 3 Section "Cast-in-Place Concrete." Compact concrete in place by using vibrators. Moist-cure exposed concrete for not less than seven days or use nonstaining curing compound.

E. Trowel exposed concrete surfaces to a smooth, dense finish, free of trowel marks, and uniform in texture and appearance. Provide positive slope for water runoff to perimeter of concrete base.

## 3.3 FLAGPOLE INSTALLATION

A. General: Install flagpoles where shown and according to Shop Drawings and manufacturer's written instructions.

B. Ground Set: Place foundation tube, center, and brace to prevent displacement during concreting. Place concrete. Plumb and level foundation tube and allow concrete to cure. Install flagpole, plumb, in foundation tube.

1. Foundation Tube: Place tube seated on bottom plate between steel centering wedges and install hardwood wedges to secure flagpole in place. Place and compact sand in foundation tube and remove hardwood wedges. Seal top of foundation tube with a 2-inch (50-mm) layer of elastomeric joint sealant and cover with flashing collar.

END OF SECTION 107516

# SECTION 133419 - METAL BUILDING SYSTEMS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section Includes:

1. Structural-steel framing.
2. Metal roof panels.
3. Metal wall panels.
4. Accessories.

### 1.3 DEFINITIONS

A. Terminology Standard: See MBMA's "Metal Building Systems Manual" for definitions of terms for metal building system construction not otherwise defined in this Section or in standards referenced by this Section.

### 1.4 COORDINATION

A. Coordinate sizes and locations of concrete foundations and casting of anchor-rod inserts into foundation walls and footings. Anchor rod installation, concrete, reinforcement, and formwork requirements are specified in Section 033000 "Cast-in-Place Concrete."

B. Coordinate metal panel assemblies with rain drainage work, flashing, trim, and construction of supports and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

### 1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to metal building systems including, but not limited to, the following:

a. Condition of foundations and other preparatory work performed by other trades.
b. Structural load limitations.
c. Construction schedule. Verify availability of materials and erector's personnel, equipment, and facilities needed to make progress and avoid delays.

d. Required tests, inspections, and certifications.
e. Unfavorable weather and forecasted weather conditions and impact on construction schedule.

2. Review methods and procedures related to metal roof panel assemblies including, but not limited to, the following:

a. Compliance with requirements for purlin and rafter conditions, including flatness and attachment to structural members.
b. Structural limitations of purlins and rafters during and after roofing.
c. Flashings, special roof details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect metal roof panels.
d. Temporary protection requirements for metal roof panel assembly during and after installation.
e. Roof observation and repair after metal roof panel installation.

3. Review methods and procedures related to metal wall panel assemblies including, but not limited to, the following:

a. Compliance with requirements for support conditions, including alignment between and attachment to structural members.
b. Structural limitations of girts and columns during and after wall panel installation.
c. Flashings, special siding details, wall penetrations, openings, and condition of other construction that will affect metal wall panels.
d. Temporary protection requirements for metal wall panel assembly during and after installation.
e. Wall observation and repair after metal wall panel installation.

## 1.6 ACTION SUBMITTALS

A. Product Data: For each type of metal building system component.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:

a. Metal roof panels.
b. Metal wall panels.

B. Shop Drawings: Indicate components by others. Include full building plan, elevations, sections, details and the following:

1. Anchor-Rod Plans: Submit anchor-rod plans and templates before foundation work begins. Include location, diameter, and minimum required projection of anchor rods required to attach metal building to foundation. Indicate column reactions at each location.
2. Structural-Framing Drawings: Show complete fabrication of primary and secondary framing; include provisions for openings. Indicate welds and bolted connections, distinguishing between shop and field applications. Include transverse cross-sections.

3. Metal Roof and Wall Panel Layout Drawings: Show layouts of panels including methods of support. Include details of edge conditions, joints, panel profiles, corners, anchorages, clip spacing, trim, flashings, closures, and special details. Distinguish between factory- and field-assembled work; show locations of exposed fasteners.

    a. Show roof-mounted items including roof hatches, equipment supports, pipe supports and penetrations, lighting fixtures, and items mounted on roof curbs.
    b. Show wall-mounted items including personnel doors, vehicular doors, windows, louvers, and lighting fixtures.

4. Accessory Drawings: Include details of the following items, at a scale of not less than [1-1/2 inches per 12 inches (1:8)]:

    a. Flashing and trim.
    b. Gutters.
    c. Downspouts.

C. Samples for Initial Selection: For units with factory-applied finishes.

D. Samples for Verification: For the following products:

1. Panels: Nominal 12 inches (300 mm) long by actual panel width. Include fasteners, closures, and other exposed panel accessories.
2. Flashing and Trim: Nominal 12 inches (300 mm) long. Include fasteners and other exposed accessories.
3. Vapor-Retarder Facings: Nominal 6-inch- (150-mm-) square Samples.
4. Windows: Full-size, nominal 12-inch- (300-mm-) long frame Samples showing typical profile.
5. Accessories: Nominal 12-inch- (300-mm-) long Samples for each type of accessory.

E. Delegated-Design Submittal: For metal building systems.

1. Include analysis data indicating compliance with performance requirements and design data signed and sealed by the qualified professional engineer responsible for their preparation.

## 1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer.

B. Welding certificates.

C. Letter of Design Certification: Signed and sealed by a qualified professional engineer. Include the following:

1. Name and location of Project.
2. Order number.
3. Name of manufacturer.
4. Name of Contractor.
5. Building dimensions including width, length, height, and roof slope.

6. Indicate compliance with AISC standards for hot-rolled steel and AISI standards for cold-rolled steel, including edition dates of each standard.
7. Governing building code and year of edition.
8. Design Loads: Include dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration, and auxiliary loads (cranes).
9. Load Combinations: Indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code.
10. Building-Use Category: Indicate category of building use and its effect on load importance factors.

D. Erector Certificates: For qualified erector, from manufacturer.

E. Material Test Reports: For each of the following products:

1. Structural steel including chemical and physical properties.
2. Bolts, nuts, and washers including mechanical properties and chemical analysis.
3. Tension-control, high-strength, bolt-nut-washer assemblies.
4. Shop primers.
5. Nonshrink grout.

F. Source quality-control reports.

G. Field quality-control reports.

H. Sample Warranties: For special warranties.

## 1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer.

1. Accreditation: Manufacturer's facility accredited according to the International Accreditation Service's AC472, "Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems."
2. Engineering Responsibility: Preparation of comprehensive engineering analysis and Shop Drawings by a professional engineer who is legally qualified to practice in jurisdiction where Project is located.

B. Erector Qualifications: An experienced erector who specializes in erecting and installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer.

C. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.3, "Structural Welding Code - Sheet Steel."

D. Land Surveyor Qualifications: A professional land surveyor who practices in jurisdiction where Project is located and who is experienced in providing surveying services of the kind indicated.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, sheets, panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.

B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

1.10 FIELD CONDITIONS

A. Weather Limitations: Proceed with panel installation only when weather conditions permit metal panels to be installed according to manufacturers' written instructions and warranty requirements.

1.11 WARRANTY

A. Special Warranty on Metal Panel Finishes: Manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

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

a. Color fading more than 5 Hunter units when tested according to ASTM D2244.
b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 25 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain metal building system components, including primary and secondary framing and metal panel assemblies, from single source from single manufacturer.

2.2 SYSTEM DESCRIPTION

A. Provide a complete, integrated set of mutually dependent components and assemblies that form a metal building system capable of withstanding structural and other loads, thermally induced movement, and exposure to weather without failure or infiltration of water into building interior.

B. Primary-Frame Type:

1. Rigid Clear Span: Solid-member, structural-framing system without interior columns.

C. End-Wall Framing: Manufacturer’s standard, for buildings not required to be expandable, consisting of primary frame.

D. Secondary-Frame Type: Manufacturer's standard purlins and joists and flush-framed girts.

E. Eave Height: 12’-6”, as indicated by nominal height on Drawings.

F. Bay Spacing: 18’-4” , As indicated on Drawings.

G. Roof Slope: 2 inch per 12 inches (2:12).

H. Roof System: Manufacturer's standard standing-seam, metal roof panels.

## 2.3 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design metal building system.

B. Structural Performance: Metal building systems shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to procedures in MBMA's "Metal Building Systems Manual."

1. Design Loads: 120 mph, exposure “C”, Risk Category II.
2. Deflection and Drift Limits: Design metal building system assemblies to withstand serviceability design loads without exceeding deflections and drift limits recommended in AISC Steel Design Guide No. 3 "Serviceability Design Considerations for Steel Buildings."
3. Collateral Load: 10 PSF (minimum).
4. Deflection and Drift Limits: No greater than the following:

    a. Purlins and Rafters: Vertical deflection of 1/240 of the span.
    b. Girts: Horizontal deflection of 1/240 of the span.
    c. Metal Roof Panels: Vertical deflection of 1/240 of the span.
    d. Metal Wall Panels: Horizontal deflection of 1/240 of the span.
    e. Design secondary-framing system to accommodate deflection of primary framing and construction tolerances, and to maintain clearances at openings.
    f. Lateral Drift: Maximum of 1/400 of the building height.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

D. Structural Performance for Metal Roof and Wall Panels: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E1592:

1. Wind Loads: In accordance with IBC 2021 and ASCE 7-16.

E. Air Infiltration for Metal Roof Panels: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) when tested according to ASTM E1680 or ASTM E283 at the following test-pressure difference:

1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).

F. Air Infiltration for Metal Wall Panels: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) when tested according to ASTM E283 at the following test-pressure difference:

1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).

G. Water Penetration for Metal Roof Panels: No water penetration when tested according to ASTM E1646 or ASTM E331 at the following test-pressure difference:

1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).

H. Water Penetration for Metal Wall Panels: No water penetration when tested according to ASTM E331 at the following test-pressure difference:

1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).

I. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.

1. Uplift Rating: UL 90.

J. FM Global Listing: Provide metal roof panels and component materials that comply with requirements in FM Global 4471 as part of a panel roofing system and that are listed in FM Global's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Global markings.

1. Fire/Windstorm Classification: Class 1A-120.
2. Hail Resistance: MH.

K. Energy Star Listing: Roof panels that are listed on the DOE's ENERGY STAR "Roof Products Qualified Product List" for low-slope roof products.

L. Energy Performance: Provide roof panels according to one of the following when tested according to CRRC-1:

1. Three-year, aged, Solar Reflectance Index of not less than 64 when calculated according to ASTM E1980.

2.4 STRUCTURAL-STEEL FRAMING

A. Structural Steel: Comply with AISC 360, "Specification for Structural Steel Buildings."

B. Bolted Connections: Comply with RCSC's "Specification for Structural Joints Using High-Strength Bolts."

C. Cold-Formed Steel: Comply with AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members" for design requirements and allowable stresses.

D. Primary Framing: Manufacturer's standard primary-framing system, designed to withstand required loads and specified requirements. Primary framing includes transverse and lean-to frames; rafters, rake, and canopy beams; sidewall, intermediate, end-wall, and corner columns; and wind bracing.

1. General: Provide frames with attachment plates, bearing plates, and splice members. Factory drill for field-bolted assembly. Provide frame span and spacing indicated.

a. Slight variations in span and spacing may be acceptable if necessary to comply with manufacturer's standard, as approved by Architect.

2. Rigid Clear-Span Frames: I-shaped frame sections fabricated from shop-welded, built-up steel plates or structural-steel shapes. Interior columns are not permitted.
3. Frame Configuration: Single slope.
4. Exterior Column: Uniform depth
5. Rafter: Tapered.
6. All frames to be hot-dipped galvanized.

E. End-Wall Framing: Manufacturer's standard primary end-wall framing fabricated for field-bolted assembly to comply with the following:

1. End-Wall and Corner Columns: I-shaped sections fabricated from structural-steel shapes; shop-welded, built-up steel plates; or C-shaped, cold-formed, structural-steel sheet.
2. End-Wall Rafters: C-shaped, cold-formed, structural-steel sheet; or I-shaped sections fabricated from shop-welded, built-up steel plates or structural-steel shapes.

F. Secondary Framing: Manufacturer's standard secondary framing, including purlins, girts, eave struts, flange bracing, base members, gable angles, clips, headers, jambs, and other miscellaneous structural members. Unless otherwise indicated, fabricate framing from either cold-formed, structural-steel sheet or roll-formed, metallic-coated steel sheet, prepainted with coil coating, to comply with the following:

1. Purlins: C- or Z-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes; minimum 2-1/2-inch- (64-mm-) wide flanges.

a. Depth: As needed to comply with system performance requirements.

2. Purlins: Steel joists of depths indicated on Drawings.

a. All purlins shall be galvanized.

3. Girts: C- or Z-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes. Form ends of Z-sections with stiffening lips angled 40 to 50 degrees from flange, with minimum 2-1/2-inch- (64-mm-) wide flanges.

    a. Depth: As required to comply with system performance requirements.
    b. All girts shall be galvanized.

4. Eave Struts: Unequal-flange, C-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes; to provide adequate backup for metal panels.
5. Flange Bracing: Minimum 2-by-2-by-1/8-inch (51-by-51-by-3-mm) structural-steel angles or 1-inch- (25-mm-) diameter, cold-formed structural tubing to stiffen primary-frame flanges.
6. Sag Bracing: Minimum 1-by-1-by-1/8-inch (25-by-25-by-3-mm) structural-steel angles.
7. Base or Sill Angles: Manufacturer's standard base angle, minimum 3-by-2-inch (76-by-51-mm), fabricated from zinc-coated (galvanized) steel sheet.
8. Purlin and Girt Clips: Manufacturer's standard clips fabricated from steel sheet. Provide galvanized clips where clips are connected to galvanized framing members.
9. Framing for Openings: Channel shapes; fabricated from cold-formed, structural-steel sheet or structural-steel shapes. Frame head and jamb of door openings and head, jamb, and sill of other openings.
10. Miscellaneous Structural Members: Manufacturer's standard sections fabricated from cold-formed, structural-steel sheet; built-up steel plates; or zinc-coated (galvanized) steel sheet; designed to withstand required loads.

G. Canopy Framing: Manufacturer's standard structural-framing system, designed to withstand required loads; fabricated from shop-welded, built-up steel plates or structural-steel shapes. Provide frames with attachment plates and splice members, factory drilled for field-bolted assembly.

1. Type: As indicated.
2. All structural components to be galvanized.

H. Bracing: Provide adjustable wind bracing using any method as follows:

1. Rods: ASTM A36/A36M; ASTM A572/A572M, Grade 50 (345); or ASTM A529/A529M, Grade 50 (345); minimum 1/2-inch- (13-mm-) diameter steel; threaded full length or threaded a minimum of 6 inches (152 mm) at each end.
2. Cable: ASTM A475, minimum 1/4-inch- (6-mm-) diameter, extra-high-strength grade, Class B, zinc-coated, seven-strand steel; with threaded end anchors.
3. Angles: Fabricated from structural-steel shapes to match primary framing, of size required to withstand design loads.
4. Rigid Portal Frames: Fabricated from shop-welded, built-up steel plates or structural-steel shapes to match primary framing; of size required to withstand design loads.
5. Fixed-Base Columns: Fabricated from shop-welded, built-up steel plates or structural-steel shapes to match primary framing; of size required to withstand design loads.
6. Diaphragm Action of Metal Panels: Design metal building to resist wind forces through diaphragm action of metal panels.

I. Anchor Rods: Headed anchor rods as indicated in Anchor Rod Plan for attachment of metal building to foundation.

J. Materials:

1. W-Shapes: ASTM A992/A992M; ASTM A572/A572M, Grade 50 or 55 (345 or 380); or ASTM A529/A529M, Grade 50 or 55 (345 or 380).
2. Channels, Angles, M-Shapes, and S-Shapes: ASTM A36/A36M; ASTM A572/A572M, Grade 50 or 55 (345 or 380); or ASTM A529/A529M, Grade 50 or 55 (345 or 380).
3. Plate and Bar: ASTM A36/A36M; ASTM A572/A572M, Grade 50 or 55 (345 or 380); or ASTM A529/A529M, Grade 50 or 55 (345 or 380).
4. Steel Pipe: ASTM A53/A53M, Type E or S, Grade B.
5. Cold-Formed Hollow Structural Sections: ASTM A500, Grade B or C, structural tubing.
6. Structural-Steel Sheet: Hot-rolled, ASTM A1011/A1011M, Structural Steel (SS), Grades 30 through 55 (205 through 380), or High-Strength Low-Alloy Steel (HSLAS) or High-Strength Low-Alloy Steel with Improved Formability (HSLAS-F), Grades 45 through 70 (310 through 480); or cold-rolled, ASTM A1008/A1008M, Structural Steel (SS), Grades 25 through 80 (170 through 550), or HSLAS, Grades 45 through 70 (310 through 480).
7. Metallic-Coated Steel Sheet: ASTM A653/A653M, SS, Grades 33 through 80 (230 through 550), or HSLAS or HSLAS-F, Grades 50 through 80 (340 through 550); with G60 (Z180) coating designation; mill phosphatized.
8. Metallic-Coated Steel Sheet Prepainted with Coil Coating: Steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A755/A755M.

    a. Zinc-Coated (Galvanized) Steel Sheet: ASTM A653/A653M, SS, Grades 33 through 80 (230 through 550), or HSLAS or HSLAS-F, Grades 50 through 80 (340 through 550); with G90 (Z275) coating designation.
    b. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A792/A792M, SS, Grade 50 or 80 (340 or 550); with Class AZ50 (AZM150) coating.

9. Joist Girders: Manufactured according to "Standard Specifications for Joist Girders," in SJI's "Standard Specifications and Load Tables for Steel Joists and Joist Girders"; with steel-angle, top- and bottom-chord members, and end- and top-chord arrangements as indicated on Drawings and required for primary framing.
10. Steel Joists: Manufactured according to "Standard Specifications for Open Web Steel Joists, K-Series," in SJI's "Standard Specifications and Load Tables for Steel Joists and Joist Girders"; with steel-angle, top- and bottom-chord members, and end- and top-chord arrangements as indicated on Drawings and required for secondary framing.
11. Non-High-Strength Bolts, Nuts, and Washers: ASTM A307, Grade A, carbon-steel, hex-head bolts; ASTM A563 (ASTM A563M) carbon-steel hex nuts; and ASTM F844 plain (flat) steel washers.

    a. Finish: Hot-dip zinc coating, ASTM F2329, Class C or Mechanically deposited zinc coating, ASTM B695, Class 50.

12. High-Strength Bolts, Nuts, and Washers: ASTM F3125/F3125M,Grade A325 (Grade A325M), Type 1, heavy-hex steel structural bolts; ASTM A563, Grade DH, (ASTM A563M, Class 10S) heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers.

    a. Finish: Hot-dip zinc coating, ASTM F2329, Class C or Mechanically deposited zinc coating, ASTM B695, Class 50.

13. High-Strength Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A490 (Grade A490M), Type 1, heavy-hex steel structural bolts; ASTM A563, Grade DH, (ASTM A563M, Class 10S) heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers; all with plain finish.
14. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F3125/F3125M, Grade F1852, Type 1, heavy-hex head assemblies consisting of steel structural bolts with splined ends; ASTM A563, Grade DH, (ASTM A563M, Class 10S) heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1 hardened carbon-steel washers.

    a. Finish: Mechanically deposited zinc coating, ASTM B695, Class 50.

15. Headed Anchor Rods: ASTM F1554, Grade 36 or ASTM A307, Grade A.

    a. Configuration: Straight.
    b. Nuts: ASTM A563 (ASTM A563M) heavy-hex carbon steel.
    c. Plate Washers: ASTM A36/A36M carbon steel.
    d. Washers: ASTM F436 (ASTM F436M) hardened carbon steel.
    e. Finish: Hot-dip zinc coating, ASTM F2329, Class C.

16. Threaded Rods: ASTM A193/A193M or ASTM A572/A572M, Grade 50 (345) ASTM A36/A36M or ASTM A307, Grade A.

    a. Nuts: ASTM A563 (ASTM A563M) heavy-hex carbon steel.
    b. Washers: ASTM F436 (ASTM F436M) hardened or ASTM A36/A36M carbon steel.
    c. Finish: Hot-dip zinc coating, ASTM F2329, Class C.

K. Finish: Factory primed. Apply specified primer immediately after cleaning and pretreating.

1. Clean and prepare in accordance with SSPC-SP2.
2. Coat with manufacturer's standard primer. Apply primer to primary and secondary framing to a minimum dry film thickness of 1 mil (0.025 mm).

    a. Prime secondary framing formed from uncoated steel sheet to a minimum dry film thickness of 0.5 mil (0.013 mm) on each side.

## 2.5 METAL ROOF PANELS

A. Standing-Seam, Vertical-Rib, Metal Roof Panels : Formed with vertical ribs at panel edges and intermediate stiffening ribs symmetrically spaced between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels and engaging opposite edge of adjacent panels. Roof panels shall be continuous from ridge to eave, No end laps allowed.

1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.030-inch (0.76-mm) nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A755/A755M.

    a. Exterior Finish: Two-coat fluoropolymer.
    b. Color: As selected by Architect from manufacturer's full range.

2. Clips: One-piece fixed to accommodate thermal movement.
3. Joint Type: Mechanically seamed.
4. Panel Coverage: 16 inches (406 mm).
5. Panel Height: 2 inches (51 mm).

## 2.6 METAL WALL PANELS

A. The following applies to the wall panels at each dugout.

B. Exposed-Fastener, Tapered-Rib, Metal Wall Panels : Formed with raised, trapezoidal major ribs and intermediate stiffening ribs symmetrically spaced between major ribs; designed to be installed by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps.

1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.024-inch (0.61-mm) nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A755/A755M.

    a. Exterior Finish: Two-coat fluoropolymer
    b. Color: As selected by Architect from manufacturer's full range.

2. Major-Rib Spacing: 6 inches (152 mm) o.c.
3. Panel Coverage: 36 inches (914 mm).
4. Panel Height: 1.5 inches (38 mm).

## 2.7 ACCESSORIES

A. General: Provide accessories as standard with metal building system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.

1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.

B. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including copings, fasciae, corner units, ridge closures, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same material as metal roof panels.
2. Clips: Manufacturer's standard, formed from steel sheet, designed to withstand negative-load requirements.
3. Cleats: Manufacturer's standard, mechanically seamed cleats formed from steel sheet.
4. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.

C. Wall Panel Accessories: Provide components required for a complete metal wall panel assembly including copings, fasciae, mullions, sills, corner units, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal wall panels unless otherwise indicated.

1. Closures: Provide closures at eaves and rakes, fabricated of same material as metal wall panels.
2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.

D. Flashing and Trim: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness, prepainted with coil coating; finished to match adjacent metal panels.

1. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers.
2. Opening Trim: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.030-inch (0.76-mm) nominal uncoated steel thickness, prepainted with coil coating. Trim head and jamb of door openings, and head, jamb, and sill of other openings.

E. Gutters: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness, prepainted with coil coating; finished to match roof fascia and rake trim. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- (2438-mm-) long sections, sized according to SMACNA's "Architectural Sheet Metal Manual."

1. Gutter Supports: Fabricated from same material and finish as gutters.
2. Strainers: Bronze, copper, or aluminum wire ball type at outlets.

F. Downspouts: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness, prepainted with coil coating; finished to match metal wall panels. Fabricate in minimum 10-foot- (3-m-) long sections, complete with formed elbows and offsets.

1. Mounting Straps: Fabricated from same material and finish as gutters.

## 2.8 FABRICATION

A. General: Design components and field connections required for erection to permit easy assembly.

1. Mark each piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
2. Fabricate structural framing to produce clean, smooth cuts and bends. Punch holes of proper size, shape, and location. Members shall be free of cracks, tears, and ruptures.

B. Tolerances: Comply with MBMA's "Metal Building Systems Manual" for fabrication and erection tolerances.

C. Primary Framing: Shop fabricate framing components to indicated size and section, with baseplates, bearing plates, stiffeners, and other items required for erection welded into place. Cut, form, punch, drill, and weld framing for bolted field assembly.

1. Make shop connections by welding or by using high-strength bolts.
2. Join flanges to webs of built-up members by a continuous, submerged arc-welding process.
3. Brace compression flange of primary framing with steel angles or cold-formed structural tubing between frame web and purlin web or girt web, so flange compressive strength is within allowable limits for any combination of loadings.
4. Weld clips to frames for attaching secondary framing if applicable, or punch for bolts.
5. Shop Priming: Prepare surfaces for shop priming according to SSPC-SP 2. Shop prime primary framing with specified primer after fabrication.

D. Secondary Framing: Shop fabricate framing components to indicated size and section by roll forming or break forming, with baseplates, bearing plates, stiffeners, and other plates required for erection welded into place. Cut, form, punch, drill, and weld secondary framing for bolted field connections to primary framing.

1. Make shop connections by welding or by using non-high-strength bolts.
2. Shop Priming: Prepare uncoated surfaces for shop priming according to SSPC-SP 2. Shop prime uncoated secondary framing with specified primer after fabrication.

E. Metal Panels: Fabricate and finish metal panels at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.

1. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of metal panel.

## 2.9 SOURCE QUALITY CONTROL

A. Special Inspection: Owner will engage a qualified special inspector to perform source quality control inspections and to submit reports.

1. Accredited Manufacturers: Special inspections will not be required if fabrication is performed by an IAS AC472-accredited manufacturer approved by authorities having jurisdiction to perform such Work without special inspection.

a. After fabrication, submit copy of certificate of compliance to authorities having jurisdiction, certifying that Work was performed according to Contract requirements.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with erector present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Before erection proceeds, survey elevations and locations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments to receive structural framing, with erector present, for compliance with requirements and metal building system manufacturer's tolerances.

1. Engage land surveyor to perform surveying.

C. Proceed with erection only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

A. Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition.

B. Provide temporary shores, guys, braces, and other supports during erection to keep structural framing secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural framing, connections, and bracing are in place unless otherwise indicated.

### 3.3 ERECTION OF STRUCTURAL FRAMING

A. Erect metal building system according to manufacturer's written instructions and drawings.

B. Do not field cut, drill, or alter structural members without written approval from metal building system manufacturer's professional engineer.

C. Set structural framing accurately in locations and to elevations indicated, according to AISC specifications referenced in this Section. Maintain structural stability of frame during erection.

D. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.

1. Set plates for structural members on wedges, shims, or setting nuts as required.
2. Tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
3. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.

E. Align and adjust structural framing before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with framing. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure.
2. Make allowances for difference between temperature at time of erection and mean temperature when structure will be completed and in service.

F. Primary Framing and End Walls: Erect framing level, plumb, rigid, secure, and true to line. Level baseplates to a true even plane with full bearing to supporting structures, set with double-nutted anchor bolts. Use grout to obtain uniform bearing and to maintain a level base-line elevation. Moist-cure grout for not less than seven days after placement.

1. Make field connections using high-strength bolts installed according to RCSC's "Specification for Structural Joints Using High-Strength Bolts" for bolt type and joint type specified.

    a. Joint Type: Snug tightened or pretensioned as required by manufacturer.

G. Secondary Framing: Erect framing level, plumb, rigid, secure, and true to line. Field bolt secondary framing to clips attached to primary framing.

1. Provide rake or gable purlins with tight-fitting closure channels and fasciae.
2. Provide supplemental framing at entire perimeter of openings, including doors, windows, louvers, ventilators, and other penetrations of roof and walls.

H. Steel Joists: Install joists and accessories plumb, square, and true to line; securely fasten to supporting construction according to SJI's "Standard Specifications and Load Tables for Steel Joists and Joist Girders," joist manufacturer's written instructions, and requirements in this Section.

1. Before installation, splice joists delivered to Project site in more than one piece.
2. Space, adjust, and align joists accurately in location before permanently fastening.
3. Install temporary bracing and erection bridging, connections, and anchors to ensure that joists are stabilized during construction.
4. Joist Installation: Bolt joists to supporting steel framework using high-strength structural bolts unless otherwise indicated. Comply with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for high-strength structural bolt installation and tightening requirements.
5. Install and connect bridging concurrently with joist erection, before construction loads are applied. Anchor ends of bridging lines at top and bottom chords if terminating at walls or beams.

I. Bracing: Install bracing in roof and sidewalls where indicated on erection drawings.

1. Tighten rod and cable bracing to avoid sag.
2. Locate interior end-bay bracing only where indicated.

J. Framing for Openings: Provide shapes of proper design and size to reinforce openings and to carry loads and vibrations imposed, including equipment furnished under mechanical and electrical work. Securely attach to structural framing.

K. Erection Tolerances: Maintain erection tolerances of structural framing within AISC 303.

## 3.4 METAL PANEL INSTALLATION, GENERAL

A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.

C. Examination: Examine primary and secondary framing to verify that structural-panel support members and anchorages have been installed within alignment tolerances required by manufacturer.

1. Examine roughing-in for components and systems penetrating metal panels, to verify actual locations of penetrations relative to seams before metal panel installation.

D. General: Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Field cut metal panels as required for doors, windows, and other openings. Cut openings as small as possible, neatly to size required, and without damage to adjacent metal panel finishes.

a. Field cutting of metal panels by torch is not permitted unless approved in writing by manufacturer.

2. Install metal panels perpendicular to structural supports unless otherwise indicated.
3. Flash and seal metal panels with weather closures at perimeter of openings and similar elements. Fasten with self-tapping screws.
4. Locate and space fastenings in uniform vertical and horizontal alignment.
5. Locate metal panel splices over structural supports with end laps in alignment.
6. Lap metal flashing over metal panels to allow moisture to run over and off the material.

E. Lap-Seam Metal Panels: Install screw fasteners using power tools with controlled torque adjusted to compress EPDM washers tightly without damage to washers, screw threads, or metal panels. Install screws in predrilled holes.

1. Arrange and nest side-lap joints so prevailing winds blow over, not into, lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply metal panels and associated items for neat and weathertight enclosure. Avoid "panel creep" or application not true to line.

F. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.

G. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal panel assemblies. Provide types of gaskets, fillers, and sealants indicated; or, if not indicated, provide types recommended by metal panel manufacturer.

1. Seal metal panel end laps with double beads of tape or sealant the full width of panel. Seal side joints where recommended by metal panel manufacturer.
2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

## 3.5 METAL ROOF PANEL INSTALLATION

A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.

1. Install ridge caps as metal roof panel work proceeds.
2. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.

B. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint, at location and spacing and with fasteners recommended by manufacturer.

1. Install clips to supports with self-drilling or self-tapping fasteners.
2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
3. Seamed Joint: Crimp standing seams with manufacturer-approved motorized seamer tool so that clip, metal roof panel, and factory-applied sealant are completely engaged.
4. Rigidly fasten eave end of metal roof panels and allow ridge end free movement for thermal expansion and contraction. Predrill panels for fasteners.
5. Provide metal closures at peaks, rake edges, rake walls, and each side of ridge caps.

C. Metal Fascia Panels: Align bottom of metal panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws. Flash and seal metal panels with weather closures where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

D. Metal Roof Panel Installation Tolerances: Shim and align metal roof panels within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

## 3.6 METAL WALL PANEL INSTALLATION

A. The following applies to the wall panels at each dugout.

B. General: Install metal wall panels in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to girts, extending full height of building, unless otherwise indicated. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Unless otherwise indicated, begin metal panel installation at corners with center of rib lined up with line of framing.
2. Shim or otherwise plumb substrates receiving metal wall panels.
3. When two rows of metal panels are required, lap panels 4 inches (102 mm) minimum.
4. When building height requires two rows of metal panels at gable ends, align lap of gable panels over metal wall panels at eave height.
5. Rigidly fasten base end of metal wall panels and allow eave end free movement for thermal expansion and contraction. Predrill panels.
6. Flash and seal metal wall panels with weather closures at eaves and rakes, and at perimeter of all openings. Fasten with self-tapping screws.
7. Install screw fasteners in predrilled holes.
8. Install flashing and trim as metal wall panel work proceeds.
9. Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete, and elsewhere as indicated on Drawings; if not indicated, as necessary for waterproofing.
10. Align bottom of metal wall panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws.
11. Provide weatherproof escutcheons for pipe and conduit penetrating exterior walls.

C. Metal Wall Panels: Install metal wall panels on exterior side of girts. Attach metal wall panels to supports with fasteners as recommended by manufacturer.

D. Installation Tolerances: Shim and align metal wall panels within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m), noncumulative; level, plumb, and on location lines; and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

## 3.7 ACCESSORY INSTALLATION

A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal roof panel assembly, including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
2. Install components for a complete metal wall panel assembly, including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
3. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.

B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners

where possible, and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

1. Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).

C. Gutters: Join sections with riveted-and-soldered or lapped-and-sealed joints. Attach gutters to eave with gutter hangers spaced as required for gutter size, but not more than 36 inches (914 mm) o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.

D. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1524 mm) o.c. in between.

1. Provide elbows at base of downspouts to direct water away from building.

## 3.8 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform field quality control special inspections and to submit reports.

B. Product will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

## 3.9 CLEANING AND PROTECTION

A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A780/A780M and manufacturer's written instructions.

B. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

C. Touchup Painting: After erection, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted structural framing and accessories.

1. Clean and prepare surfaces by SSPC-SP 2, "Hand Tool Cleaning," or by SSPC-SP 3, "Power Tool Cleaning."
2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.

3. Apply touchup paint for wall and roof panels (supplied by metal building manufacturer) per instructions by manufacturer.

D. Metal Panels: Remove temporary protective coverings and strippable films, if any, as metal panels are installed. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

1. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 133419

# SECTION 323113 - CHAIN LINK FENCES AND GATES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section Includes:

1. Chain-link fences.
2. Swing gates.

B. Related Requirements:

1. Section 033000 "Cast-in-Place Concrete" for cast-in-place concrete post footings.

### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:

a. Fence and gate posts, rails, and fittings.
b. Chain-link fabric, reinforcements, and attachments.
c. Gates and hardware.

B. Shop Drawings: For each type of fence and gate assembly.

1. Include plans, elevations, sections, details, and attachments to other work.
2. Include accessories, hardware, gate operation, and operational clearances.

C. Delegated-Design Submittal: For structural performance of chain-link fence and gate frameworks, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

### 1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For factory-authorized service representative.

B. Product Certificates: For each type of chain-link fence and gate.

C. Product Test Reports: For framework strength according to ASTM F1043, for tests performed by a qualified testing agency.

D. Field quality-control reports.

E. Sample Warranty: For special warranty.

## 1.5 FIELD CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

## 1.6 WARRANTY

A. Special Warranty: Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

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

a. Failure to comply with performance requirements.
b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Period: Five (5) years from date of Substantial Completion.

# PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design chain-link fence and gate frameworks.

B. Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to ASCE/SEI 7.

1. Design Wind Load: As indicated on Drawings.

a. Minimum Post Size: Determine according to ASTM F1043 for post spacing not to exceed 10 feet (3 m) for Material Group IA, ASTM F1043, Schedule 40 steel pipe.
b. Minimum Post Size and Maximum Spacing: Determine according to CLFMI WLG 2445, based on mesh size and pattern specified.

C. Lightning Protection System: Maximum resistance-to-ground value of 25 ohms at each grounding location along fence under normal dry conditions.

## 2.2 CHAIN-LINK FENCE FABRIC

A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:

1. Fabric Height: As indicated on drawings.
2. Steel Wire for Fabric:
    a. Wire diameter of 9 gauge or 0.148 inch (3.76 mm) for outfield fence and for locations between dugout and outfield fence along foul lines.
    b. Wire diameter of 6 gauge or 0.192 inch 94.88 mm) for backstop locations up to a height of 10’ above ground, remaining height of fence shall be 9 gauge.
    c. Mesh Size: 2 inches (50 mm).
    d. Zinc-Coated Fabric: ASTM A392, Type II, Class 2, 2.0 oz./sq. ft. (610 g/sq. m)] with zinc coating applied after weaving.
    e. Coat selvage ends of metallic-coated fabric before the weaving process with manufacturer's standard clear protective coating.
3. Selvage: Top and bottom shall have selvage ends.

## 2.3 FENCE FRAMEWORK

A. Posts and Rails : ASTM F1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F1043 or ASTM F1083 based on the following:
1. Fence Height: 72 inches (1830 mm).
    a. Line Post: 2.375 inches (60 mm) in diameter.
    b. End, Corner, and Pull Posts: 2.875 inches (73 mm).
2. Backstop fence height at softball field, as indicated on drawings:
    a. Line Post: 6 inch diameter.
    b. End, Corner, and Pull Posts: 6 inch diameter.
3. Horizontal Framework Members: top rails according to ASTM F1043.
    a. Top Rail: 1.375 inches for standard height fence.
    b. Top rail, mid-rail and bottom rail for backstop fence at softball field: 1.625 inches.
4. Brace Rails: ASTM F1043.
5. Metallic Coating for Steel Framework:
    a. Type A: Not less than minimum 2.0-oz./sq. ft. (0.61-kg/sq. m) average zinc coating according to ASTM A123/A123M or 4.0-oz./sq. ft. (1.22-kg/sq. m) zinc coating according to ASTM A653/A653M.
    b. Type B: Zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. (0.27 kg/sq. m) of zinc after welding, a chromate conversion coating, and a clear, verifiable polymer film.
    c. External, Type B: Zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. (0.27 kg/sq. m) of zinc after welding, a chromate conversion coating, and

a clear, verifiable polymer film. Internal, Type D, consisting of 81 percent, not less than 0.3-mil- (0.0076-mm-) thick, zinc-pigmented coating.

d. Type C: Zn-5-Al-MM alloy, consisting of not less than 1.8-oz./sq. ft. (0.55-kg/sq. m) coating.

e. Coatings: Any coating above.

## 2.4 TENSION WIRE

A. Metallic-Coated Steel Wire: 0.177-inch- (4.5-mm-) diameter, marcelled tension wire according to ASTM A817 or ASTM A824, with the following metallic coating:

1. Type II: Zinc coated (galvanized) by hot-dip or electrolytic process, with the following minimum coating weight:
   a. Matching chain-link fabric coating weight.

## 2.5 SWING GATES

A. General: ASTM F900 for gate posts and single or double swing gate types.

1. Gate Leaf Width: As indicated.
2. Framework Member Sizes and Strength: Based on gate fabric height of 72 inches (1830 mm) or less.

B. Pipe and Tubing:

1. Zinc-Coated Steel: ASTM F1043 and ASTM F1083; protective coating and finish to match fence framework.
2. Gate Posts: Round tubular steel.
3. Gate Frames and Bracing: Round tubular steel.

C. Frame Corner Construction: Welded or assembled with corner fittings.

D. Hardware:

1. Hinges: 360-degree inward and outward swing.
2. Latch: Permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.
3. Padlock and Chain: Provided by owner.

## 2.6 FITTINGS

A. Provide fittings according to ASTM F626.

B. Post Caps: Provide for each post.

C. Rail and Brace Ends: For each gate, corner, pull, and end post.

D. Rail Fittings: Provide the following:

1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches (152 mm) long.
2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate rails to posts.

E. Tension and Brace Bands: Pressed steel.

F. Tension Bars: Steel, length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.

G. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.

H. Tie Wires, Clips, and Fasteners: According to ASTM F626.

1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, according to the following:

a. Hot-Dip Galvanized Steel: 0.148-inch- (3.76-mm-) diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.

I. Finish:

1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz./sq. ft. (366 g/sq. m) of zinc.

J. Accessories:

1. Provide and install top rail guards along the outfield fence the runs from dugout to dugout for both the baseball and softball fields, provide manufacturer's full range of colors.

2. Provide and install privacy slats along the outfield fence for both the baseball and softball fields as part of Alternate #1. Privacy slats shall be bottom lock, flat-tubular shape, privacy factor of 75%, provide manufacturer's full range of colors.

## 2.7 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.

B. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating, and that is recommended in writing by manufacturer for exterior applications.

2.8 GROUNDING MATERIALS

A. Connectors and Grounding Rods: Listed and labeled for complying with UL 467.

1. Connectors for Below-Grade Use: Exothermic welded type.
2. Grounding Rods: Copper-clad steel, 5/8 by 96 inches (16 by 2440 mm).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for a certified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 CHAIN-LINK FENCE INSTALLATION

A. Install chain-link fencing according to ASTM F567 and more stringent requirements specified.

1. Install fencing at each field as indicated on drawings.

B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
    a. Concealed Concrete: Place top of concrete 2 inches (50 mm) below grade to allow covering with surface material.
    b. Posts Set into Holes in Concrete: Form or core drill holes not less than 5 inches (127 mm) deep and 3/4 inch (20 mm) larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed according to

anchoring material manufacturer's written instructions. Finish anchorage joint to slope away from post to drain water.

D. Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more. For runs exceeding 500 feet (152 m), space pull posts an equal distance between corner or end posts.

E. Line Posts: Space line posts uniformly at 10 feet o.c.

F. Post Bracing and Intermediate Rails: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.

1. Locate horizontal braces at midheight of fabric 72 inches (1830 mm) or higher, on fences with top rail, and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

G. Tension Wire: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- (3.05-mm-) diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches (610 mm) o.c. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:

1. Extended along bottom of fence fabric. Install top tension wire through post cap loops. Install bottom tension wire within 6 inches (152 mm) of bottom of fabric and tie to each post with not less than same diameter and type of wire.

H. Top Rail: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.

I. Intermediate and Bottom Rails: Secure to posts with fittings.

J. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1-inch (25-mm) bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

K. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts, with tension bands spaced not more than 15 inches (380 mm) o.c.

L. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric according to ASTM F626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts at 12 inches (300 mm) o.c. and to braces at 24 inches (610 mm) o.c.

M. Fasteners: Install nuts for tension bands and carriage bolts on the side of fence opposite the fabric side.

## 3.4 GATE INSTALLATION

A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation.

## 3.5 ADJUSTING

A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Lubricate hardware and other moving parts.

## 3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain chain-link fences and gates.

END OF SECTION 323113