Brossett
Architect

PROJECT DESIGN TEAM:
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Project Manual July 30, 2026

Window and Door Replacements, Charleston Building, SOWELA Technical Community College
Project No. 01-107-24-05, F.01004577
Site code: 5-10-024 Building ID:

State of Louisiana
Jeff Landry, Governor

Division of Administration
Taylor Barras, Commissioner of Administration

Office of Facility Planning and Control
Matthew Baker, Director

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

Specification sections

Section 011000	Summary
Section 012000	Price and Payment Procedures
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ADVERTISEMENT FOR BIDS

Sealed bids for the SOWELA Charleston Building Window and Door Replacement project will be received by the SOWELA Purchasing Office, located in the Charleston Building, Room 136, Attention: Susan Tucek, 3820 Senator J Bennett Johnston Ave, Lake Charles, LA 70615. The deadline for receipt of bids is 2:00 PM on Wednesday, December 16, 2026, at which time bids will be opened and read aloud in a public meeting in the Regional Training Center, Conference Room 204, 3749 Senator J Bennett Johnston Ave, Lake Charles LA 70615

FOR: Window and Door Replacements, Charleston Building, SOWELA Technical Community College

PROJECT NUMBER: 01-107-24-05, F.01004577

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from LaPAC Public Menu https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm (#40002_F.01004577) OR Brossett Architect, LLC. Bid Documents may also be obtained from www.centralbidding.com for a nominal charge or subscription. Printed copies are not available from the Designer, but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Designer at:

Designer Firm Name	Brossett Architect, LLC
Address	414 Pujo Street, Lake Charles LA 70601
Telephone	(337) 439-8400
Email	david@brossettarchitect.com

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

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

A MANDATORY PRE-BID CONFERENCE WILL BE HELD
at 2:00 PM on Wednesday, December 2, 2026 at Regional Training Center, Conference Room 204, 3749 Senator J Bennett Johnston Ave, Lake Charles LA 70615

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of Building Construction. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

Bids may also be submitted by electronic means via website www.centralbidding.com. Free registration is required to submit a bid via the Central Bidding website.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section; and those stated in the bidding documents shall not be waived by any entity.

When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission or the availability of federal or other funds. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

Louisiana Community and Technical Colleges is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned (LaVet) Small Entrepreneurships Program. Bidders are encouraged to consider participation. Information is available from its website at https://www.doa.la.gov/doa/fpc/.

If you have a disability and would like to request an accommodation in order to participate in this meeting, please contact Scott Anderson at scott.anderson@sowela.edu or (337) 421-6923 as soon as possible but no later than 48 hours before the scheduled meeting.

LOUISIANA COMMUNITY AND TECHNICAL COLLEGES
EXECUTIVE VICE PRESIDENT
W. CHANDLER LEBOEUF
FEBRUARY 2026

Advertisement Run Dates
November 17, 2026
November 24, 2026
December 1, 2026

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within (270) consecutive calendar days, subject to such extensions as may be granted under Paragraph 8.3, in the General Conditions and the Supplementary Conditions, and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of One thousand two hundred Dollars ($1,200.00) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

TAX EXEMPTION:

The project is to be exempt from sales and use taxes imposed by any taxing authority. The successful contractor / subcontractors will be required to submit the appropriate tax exemption form To apply for Louisiana tax exemption, contractors must have a LaTAP account and be registered for Sales Tax in order to submit the application. The Form R-85012 application can now only be filed electronically through Louisiana Taxpayer Access Point (LaTAP). The application must include the LaGov contract number which can be found on the executed contract, a brief project description, Notice to Proceed (NTP) start and end dates, and an uploaded copy of the executed contract. The following is information to include on the form for the project:

Public Entity: Louisiana Community and Technical Colleges
LCTC State Tax ID #: 0407197
LDR Sales Tax Account #: N/A

For assistance or questions on this process, contact the following:

LaTAP Questions or Assistance: Call (855) 307 3893 or email Taxpayer.AccessPoint@LA.GOV
Application Process Questions: LDRSales.ExemptionApplications@la.gov
General Sales Tax Questions: Sales.inquiries@la.gov
Exemption Qualification Questions: PolicySales@la.gov
Legal Interpretation Questions: PolicySales@la.gov

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents shall include the following:

Advertisement for Bids
Instructions to Bidders
Bid Form
Bid Bond Form
General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition
Supplementary Conditions
Contract Between Owner and Contractor and Performance and Payment Bond and Non-Collusion Affidavit
Attestations Affidavit – 10 day document
User Documents (if applicable)
Pre-Construction Conference Agenda
Schedule of Values
Change Order Form
Recommendation of Acceptance
Partial Occupancy Form
Building Plaque *(if applicable)*
Asbestos Abatement (if applicable)
Other Documents (if applicable)
Specifications & Drawings
Addenda issued during the bid period to be acknowledged on the Bid Form

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 and the Supplementary Conditions are applicable to the Bid Documents.

1.3 Addenda are written and/or graphic instruments issued by the Designer prior to the opening of bids, which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections and prior approvals.

1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bid Documents.

1.5 Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.

1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted.

1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the Bid Documents.

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

1.9 Where the word "Architect" is used in any of the documents, it shall refer to the Designer of record of the project, regardless of discipline.

ARTICLE 2

PRE-BID CONFERENCE

2.1 A Pre-Bid Conference shall be held at least 10 days before the date for receipt for bids. The Designer shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the User and shall notify, in writing, the Owner and all who have received sets of the Bid 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 Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference, bids shall be accepted only from those Bidders who attend the Pre-Bid Conference. Bidders who are not in attendance for the **entire** Pre-Bid Conference will be considered to have not attended.

2.2 Any revision of the Bid Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

3.1.1 He has read and understands the Bid Documents and his bid is made in accordance therewith.

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

3.1.3 His bid is based solely upon the materials, systems and equipment described in the Bid Documents, as advertised and as modified by addenda.

3.1.4 His bid is not based on any verbal instructions contrary to the Bid Documents and addenda.

3.1.5 He is familiar with Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

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

ARTICLE 4

BID DOCUMENTS

4.1 Copies

4.1.1 The Designer shall provide the Bid Documents in electronic format. They may be obtained without charge and without deposit as stated in the Advertisement for Bids.

Bid Documents may also be obtained from www.centralbidding.com for a nominal charge or subscription. Printed copies are not available from the Owner or Architect, but arrangements can be made to obtain printed Bid Documents through most reprographic firms. Bidders are responsible for any subscription, downloading, reproduction or mailing costs.

4.1.2 Printed copies will not be available from the Designer, but arrangements can be made to obtain them through most reprographic firms and/or plan rooms. All plan holders are responsible for their own reproduction costs.

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

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

4.2 Interpretation or Correction of Bid Documents

4.2.1 Bidders shall promptly notify the Designer of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.

4.2.2 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Designer, at least seven days prior to the date for receipt of bids.

4.2.3 Any interpretation, correction or change to the Bid Documents will be made by addendum. Interpretations, corrections or changes to the Bid Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.

4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. All substitutions shall be in accordance with La. R.S. 38:2212(T)(2).

4.3.2 For closed specifications, when a potential supplier submits a particular product for prior approval other than a product specified in the Bid Documents, said product will not be considered unless written request for approval has been submitted by the Bidder and has been received by the Designer at least fourteen (14) working days prior to the opening of bids. (La. R.S. 38:2295(C)) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitution would require shall be included. It shall be the responsibility of the Bidder to include in his bid all changes required of the Bid Documents if the proposed product is used. Prior approval, if given, is contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

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

4.4 Addenda

4.4.1 Addenda will be transmitted to all who are known by the Designer to have requested and/or received a complete set of Bid Documents.

4.4.2 Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

4.4.3 In accordance with La. R.S. 38:2212(O)(2)(b) addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. LCTC shall be consulted prior to issuance of such an addendum and shall approve such issuance. The revised time and date for the opening of bids shall be stated in the addendum.

4.4.4 Each Bidder shall ascertain from the Designer prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Designer.

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Designer for this project.

5.1.2 The Bidder shall ensure that all applicable blanks on the Bid Form are completely and accurately filled in.

5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

5.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.

5.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the bid non responsive and shall cause its rejection.

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid or alternates, as indicated on the Unit Price Form, but are not the sole components thereof.

5.1.7 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

5.1.8 Written evidence of the authority of the person signing the bid for the public work shall be submitted in accordance with La. R.S. 38:2212(B)(5).

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

5.2 Bid Security

5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of five percent (5.0%) of the base bid and all alternates.

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

Bid security furnished by the Bidder shall guarantee that the Bidder will, if awarded the work according to the terms of his proposal, enter into the

Contract and furnish Performance and Payment Bonds as required by these Bid Documents, within fifteen (15) days after written notice that the instrument is ready for his signature.

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

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

5.3 Submission of Bids

5.3.1 The bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder.
The envelope shall not contain multiple bid forms, 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 designated Designer at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, express delivery, or misdirection by any party, shall disqualify the bid.

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

SOWELA
Charleston Building, Room 136
Attn: Susan Tucek, Purchasing
3820 Senator J Bennett Johnston Ave
Lake Charles, LA 70615

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

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

5.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

5.3.5 Bids may also be submitted by electronic means via website www.centralbidding.com. Free registration is required in order to submit a bid via the Central Bidding website.

5.4 Modification or Withdrawal of Bid

5.4.1 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 La. R.S. 38:2214 which states, in part, "Bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the bid opening excluding Saturdays, Sundays, and legal holidays".

5.4.2 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.

5.4.3 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.

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

5.5 Prohibition of Discriminatory Boycotts of Israel

By submitting a bid, the Bidder certifies and agrees that the following information is correct:

In preparing its bid, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Bidder has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject any bid if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

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

6.2 Rejection of Bids

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

6.3 Acceptance of Bid

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

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

7.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Designer.

7.1.1.1 A designation of the work to be performed by the Contractor with his own forces.

7.1.1.2 A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form. No payments will be made to the Contractor until this is received.

7.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.

7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.

7.1.2 The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

7.1.3 The lowest responsive and responsible Bidder shall submit to the Designer and the Owner within ten days after the bid opening a letter/letters from the manufacturer stating that the manufacturer will issue the roof system guarantee complying with the requirements of LCTC based on the specified roof system and include the name of the applicator

acceptable to the manufacturer at the highest level of certification for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.

In accordance with La. R.S. 38:2227 [references La. R.S. 38:2212(A)(3)(c)(ii), which has since been renumbered as La. R.S. 38:2212(B)(3)(a)], La. R.S. 38:2212.10 and La. R.S. 23:1726(B) the apparent low Bidder on this project shall submit the completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package to LCTC within 10 days after the opening of bids**.** The Attestations Affidavit may also be submitted in the bid envelope.

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of $500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the $500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the State of Louisiana, LCTC.

8.2 Time of Delivery and Form of Bond

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

8.2.2 Bond shall be in the form furnished by - LCTC, Entitled Contract Between Owner And Contractor And Performance And Payment Bond, a copy of which is included in the Bid Documents.

8.2.3 The Contractor 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 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

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

9.2 Award

9.2.1 After award of the Contract and prior to Contract execution, the successful Bidder, if a corporation, shall have on file with the Louisiana Secretary of State, a Disclosure of Ownership Affidavit, in accordance with La. R.S. 12:1-1622, 12:205(C) and 12:304(A)(11).

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

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

ARTICLE 10

10.1.1 The Owner intends to pursue reimbursement of eligible Project costs from funding sources including Federal Emergency Management Agency (FEMA) Public Assistance Program, therefore compliance with applicable Federal Contract Clauses (attached as Exhibit A to Owner-Contractor Agreement) is required.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO:	SOWELA Charleston Bldg, Room 136 Attn: Susan Tucek, Purchasing 3820 Senator J Bennett Johnson Ave Lake Charles, LA 70615 *(Owner to provide name and address of owner)*	BID FOR:	Window and Door Replacements, Charleston Building, SOWELA Technical Community College Lake Charles, LA Project No: 01-107-24-05, F.014004577 (*Owner to provide name of project and other identifying information)*

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

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

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

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

_____ Dollars ($ _____)

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

Alternate No. 1 Add for additional curtainwall system areas as noted and shown on drawings for the lump sum of:

_____ Dollars ($ _____)

Alternate No. 2 Add Patch and repair of plaster soffit areas as indicated on drawings for the lump sum of:

_____ Dollars ($ _____)

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

N/A Dollars ($ N/A)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

_____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: SOWELA, Charleston Bldg, Room 136
Atn: Susan Tucek, Purchasing
3820 Senator J Bennett Johnston Ave
Lake Charles, LA 706515
(Owner to provide name and address of owner)

BID FOR: Window and Door Replacements, Charleston Building
SOWELA Technical Community College
Lake Charles, LA
Project No: 01-107-24-05, F.014004577
(*Owner to provide name of project and other identifying information)*

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Cement lath and plaster	1	100 sq ft		

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

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

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General Conditions of the Contract for Construction

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

Window and Door Replacements, Charleston Building, SOWELA Technical Community College
Project No.: 01-107-24-05, F.01004577
3820 Sen J Bennett Johnston Avenue, Lake Charles, LA 70615

THE OWNER:
(Name, legal status and address)

State of Louisiana Division of Administration
Office of Facility Planning and Control
1201 North Third Street, Claiborne Office Bldg, Suite 7-160
Baton Rouge, LA 70802

THE ARCHITECT:
(Name, legal status and address)

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

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

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§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

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

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

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

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

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

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§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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§ 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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BID BOND

FOR

LOUISIANA'S COMMUNITY & TECHNICAL COLLEGES (LCTC) PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That_____of_____, as Principal, and_____, as Surety, are held and firmly bound unto the Louisiana Community & Technical Colleges (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 it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

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

_____

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

_____	_____
PRINCIPAL (BIDDER)	SURETY
BY: _____	BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER	AGENT OR ATTORNEY-IN-FACT(SEAL)

SUPPLEMENTARY CONDITIONS

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

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

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

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

1.1.8 Initial Decision Maker
Delete all after the words, "shall not show partiality to the Owner or Contractor".

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

1.5.1 Delete the first sentence of the paragraph.

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

1.7 DIGITAL DATA USE AND TRANSMISSION

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

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Delete Section 1.8.

ARTICLE 2

OWNER

2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

Delete Section 2.2.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.1 In the first sentence, delete: all before "the Owner shall secure…"

Delete Section 2.3.2 and substitute the following:

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

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

ARTICLE 3

CONTRACTOR

3.4 LABOR AND MATERIALS

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

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

3.5 WARRANTY

3.5.2 Replace reference to "Section 9.8.4" with "Section 9.8.6".

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

3.7.1 Delete Section 3.7.1.

3.7.2 In Section 3.7.2, replace the word "public" with the word "State".

Delete Section 3.7.5 and substitute the following:

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

3.8 ALLOWANCES

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

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

3.9 SUPERINTENDENT

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

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

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

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

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

Add the following Sections:

3.10.4 Add the following: Submittal by the contractor of a schedule or other documentation showing a completion date for his Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.

3.10.5 In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

ARTICLE 4

ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

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

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

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

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

ARTICLE 5

SUBCONTRACTORS

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

Delete Section 5.2.1, and substitute the following:

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

Delete Section 5.2.2, and substitute the following:

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

Delete Sections 5.2.3 and 5.2.4 and substitute the following:

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

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Sections 5.4, 5.4.1, 5.4.2 and 5.4.3

ARTICLE 7

CHANGES IN THE WORK

7.1 GENERAL

Add the following Sections:

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

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

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

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

7.1.4.4 Internal Rate Charges for all significant company owned equipment.

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

7.2 CHANGE ORDERS

Delete Section 7.2.1, and substitute the following Sections:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Premiums for the General Contractor's bond may be included, but after the markup is added to the Cost of the Work.
Premiums for the Subcontractor's Bond shall not be included.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

Delete Section 7.3.9 and substitute the following:

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

ARTICLE 8

TIME

8.1 DEFINITIONS

Add the following:

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

8.2 PROGRESS AND COMPLETION

Add to Section 8.2.1 the following:

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

Delete Section 8.2.2.

8.3 DELAYS AND EXTENSIONS OF TIME

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

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

Delete Section 9.1.2.

Delete Section 9.2 and substitute the following:

9.2 SCHEDULE OF VALUES

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

9.2.1 The attached Schedule of Values Format shall be used. If applicable, the cost of Work for each section listed under each division, shall be given. The cost for each section shall include Labor, Materials, Overhead and Profit.

9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used as a basis for the Contractor's Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre-Construction Conference, the schedule shall not be modified without approval from the Owner and Architect.

9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

Delete Section 9.3.2 and substitute the following:

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Section 9.5.1.7: Delete the word "repeated".

Delete Section 9.5.4.

9.6 PROGRESS PAYMENTS

Delete Section 9.6.1 and substitute the following:

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

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

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

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

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

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

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

Delete Section **9.7 FAILURE OF PAYMENT**.

Delete Section 9.8 and substitute the following:

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Section.

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

9.8.3 Upon receipt of the Contractor's list, the Architect shall make an inspection to determine whether the Work is substantially complete. A prerequisite to the Work being considered as substantially complete is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing Work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before the Work can be considered as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a punch list of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of Work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the forty-five day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

9.8.5 When the preparation of the punch list is complete the Architect shall prepare a Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor shall record the Notice of Acceptance with the Clerk of Court in the Parish in which the Work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner shall not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.

9.8.6 Warranties required by the Contract Documents shall commence on the date of Acceptance of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.

9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

9.9 PARTIAL OCCUPANCY OR USE

Delete Section 9.9.1 and substitute the following:

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

Delete Section 9.10.4 and replace with the following:

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

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

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

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

9.10.4.4 audits performed by the Owner, after final payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

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

10.3 HAZARDOUS MATERIALS

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

10.3.2 After the first sentence, delete all remaining sentences.

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

Delete Section 10.4 and substitute the following:

10.4 EMERGENCIES

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

ARTICLE 11

INSURANCE AND BONDS

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

INSURANCE REQUIREMENTS FOR
NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

11.2.1 Worker's Compensation

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

11.2.2 Commercial General Liability

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

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

Type of Construction	**Projects up to $1,000,000**	**Projects over $1,000,000 up to $10,000,000**	**Projects over $10,000,000**
New Buildings:			
Each Occurrence Minimum Limit	$1,000,000	$2,000,000	$4,000,000
Per Project Aggregate	$2,000,000	$4,000,000	$8,000,000
Renovations:	**The building(s) value for the Project is $16,538,505.00**		
Each Occurrence Minimum Limit	$1,000,000**	$2,000,000**	$4,000,000**

Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**

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

11.2.3 Automobile Liability

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

11.2.4 Excess Umbrella

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

11.2.5 Builder's Risk

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

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

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

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

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

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

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

11.2.7 Deductibles and Self-Insured Retentions

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

11.3 OTHER INSURANCE PROVISIONS

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

11.3.1.1 Worker's Compensation and Employers Liability Coverage

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

11.3.1.2 Commercial General Liability Coverage

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

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

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

11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

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

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

11.3.1.4 All Coverages

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

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

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

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

11.3.2 Acceptability of Insurers

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

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

11.3.3 Verification of Coverage

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

State of Louisiana
Name of Owner
Owner Address
City, State, Zip
Attn: Project # _____

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

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

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

11.3.4 Subcontractors

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

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

11.3.5 Worker's Compensation Indemnity

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

11.3.6 Indemnification/Hold Harmless Agreement

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

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

11.4 PERFORMANCE AND PAYMENT BOND

11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

11.4.3 Recordation of Contract and Bond [La R.S. 38:2241 thru 38:2241.1]

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

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.1 Before Substantial Completion

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

12.2.2 After Substantial Completion

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

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete all after the word "located".

13.2 SUCCESSORS AND ASSIGNS

13.2.1 In the second sentence, delete "Except as … 13.2.2"

Delete Section 13.2.2.

13.3 RIGHTS AND REMEDIES

Add the following Section 13.3.3:

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

13.4 TESTS AND INSPECTIONS

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

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

Delete the last two sentences of Section 13.4.1.

13.5 INTEREST

Delete Section 13.5.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete Section 14.1.1.4.

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

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following Section:

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

14.2.3 Add the following sentence:

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

Add the following Section:

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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

ARTICLE 15

CLAIMS AND DISPUTES

15.1 CLAIMS

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

15.1.3.1 Add the following to the end of the paragraph:
"A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided."

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

Delete Section 15.1.6.2 and substitute the following:

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

Add the following Section:

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

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

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

Note: Contract is on a calendar day basis.

15.2 INITIAL DECISION

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

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

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

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

Delete the fourth sentence.

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

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

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

Delete Section 15.2.6.

Delete Section 15.2.6.1.

15.3 MEDIATION

Delete Section 15.3.

15.4 ARBITRATION

Delete Section 15.4.

FOR INFORMATION ONLY

This document will be prepared by Louisiana Community & Technical Colleges in the form appropriate for the project.

STATE OF LOUISIANA
PARISH OF **«PARISH_OF_PROJECT»**

CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this _____ day of _____, 2026, by **«Contractor»** hereinafter called the "Contractor", whose business address is **«Contractor_Address», «Contractor_City», «Contractor_State» «Contractor_Zip»**, and the Louisiana Community & Technical Colleges (LCTC), herein represented by the contracting officer executing this contract, hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:

«Project_Reference_1»
«Project_Reference_2»
«Project_Reference_3»
«Project_City», Louisiana
Project No.: «ProjectNo», «Part_No»«WBS»;
«Supplement_Project_No», Part «Supplement_Part_No»
(«Supplement_WBS»)(Supplement)
State ID No.: «StateID» Site Code: «SiteCode»

in strict accordance with Contract Documents prepared by:

«Designer»
«Designer_Address»
«Designer_City», «Designer_State» «Designer_Zip»

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated **«Drawings_and_Specs_Date»**, Addenda number(s) **«Addenda_No»**, the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, Exhibit A – Federal Contract Clauses, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within **«Time_Completion_Days» («Time_Completion_Days»)** consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of **«Liquidated_Damages_Cost_Per_Day»** per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of **«Contract_Amount_Words» and No/100 Dollars («Contract_Amount_Numeral»)** which sum represents the **«Base_Bid_Only_or_Plus_Alternates»**

Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number _____.

Performance and Payment Bond: To these presents personally came and intervened _____, 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, up to the sum of **«Contract_Amount_Words» and No/100 Dollars («Contract_Amount_Numeral»)**. By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

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

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

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with R.S. 39:1602.1, effective May 22, 2018, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of $100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity’s or association’s status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity’s or association’s status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in ___six (6)___ counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month, and year first written above.

WITNESSES:

LOUISIANA COMMUNITY & TECHNICAL COLLEGES

_____
LCTC Witness #1 Sign Here

BY: _____
TOBY R. COMEAUX,
VICE PRESIDENT OF ADMINISTRATION

_____
LCTC Witness #2 Sign Here

_____
Contractor Witness #1 Sign Here

BY: _____
«CONTRACTOR»

_____
Contractor Witness #2 Sign Here

SURETY:

_____
Surety Witness #1 Sign Here

BY: _____
ATTORNEY IN FACT

_____
Surety Witness #2 Sign Here

_____
ADDRESS

_____
TELEPHONE NUMBER

STATE OF LOUISIANA
PARISH OF **«PARISH_OF_CONTRACTOR»**

PROJECT NO.:«ProjectNo», «Part_No»«WBS»;
«Supplement_Project_No», Part
«Supplement_Part_No» («Supplement_WBS»)(Supplement)
NAME: «Project_Reference_1»
«Project_Reference_2»
«Project_Reference_3»
LOCATION: «Project_City»

NON-COLLUSION AFFIDAVIT

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

PART I.

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

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

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

PART II.

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

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

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

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

_____
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2026.

_____
NOTARY

Exhibit A Owner-Contractor Agreement
Federal Contract Clauses

Owner (SOWELA) intends to pursue reimbursement of eligible Project costs from the Federal Emergency Management Agency (FEMA), therefore this Agreement is subject to compliance by Contractor with all applicable federal contract clauses, including but not limited to, the following:

1. Remedies

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.

2. Termination for Cause and Convenience

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and / or delivery dates within the time specified in the procurement solicitation, contract, and / or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and / or the procurement solicitations. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

3. Equal Employment Opportunity

Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

Pursuant to Title 2 C.F.R. Part 200, Appendix II, C, the contract must include *all* clauses from 41 C.F.R. § 60- 1.4(b). These are:

> *"During the performance of this contract, the Contractor agrees as follows:*

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
Owner encourages participation from small, minority-owned, women-owned, and labor surplus area business. Incorporation of these types of firms into the project team is encouraged. Additionally, prime contracts are required, if subcontracts are to be let, to take the following affirmative steps 1 through 5 of this section.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

4. Anti-Kickback Clause
The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act
Compliance with the Contract Work Hours and Safety Standards Act

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

i. Withholding Process. The Owner may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

a. A contractor's surety, including without limitation performance bond sureties and payment bond sureties;

b. A contracting agency for its reprocurement costs;
c. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
d. contractor's assignee(s);
e. A contractor's successor(s); or
f. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
ii. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
iv. Informing any other person about their rights under CWHSSA or this part.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker’s correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the

Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

6. Clean Air Act & Federal Water Pollution Control Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

(1) Federal Water Pollution Act
   a. Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq.
   b. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
   c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) Clean Air Act
   a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
   b. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
   c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Suspension and Debarment

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into to the extent set forth elsewhere in this contract. This certification is a material representation of fact relied upon by Owner. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Procurement of Recovered Materials

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

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

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

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

9. Prohibition on Contracting for Covered Telecommunications Equipment or Services

1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
2) Prohibitions.
   a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
   i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
   ii) Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
   iii) Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
   iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3) Exceptions.
   a) This clause does not prohibit contractors from providing—
      i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
      ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
   b) By necessary implication and regulation, the prohibitions also do not apply to:
      i) Covered telecommunications equipment or services that:
         (1) Are not used as a substantial or essential component of any system; and
         (2) Are not used as critical technology of any system.
      ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
   c) Reporting Requirement
      i) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
      ii) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
         (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number,

manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

iii) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

10. Domestic Preferences for Procurements

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

For purposes of this clause:

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

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

11. Record Retention, Record Ownership, & Access to Records

The Contractor shall maintain all records in relation to this Agreement for a period of at least five (5) years after final payment.

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Owner and shall, upon request, be returned by Contractor to Owner, at Contractor's expense, at termination or expiration of this contract. Contractor agrees to allow the Owner access to Contractor's records.

The following access to records requirements apply to this contract:

a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. Contract Changes or Modifications

A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

13. DHS Seal, Logo, and Flags

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

14. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15. No Obligation by Federal Government

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

16. Program Fraud and False or Fraudulent Statements or Related Acts

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

17. Byrd Anti-Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Sample certification is attached on following page.

BYRD ANTI-LOBBYING CERTIFICATION
RE: PROJECT NAME / NUMBER: _____

Byrd Anti-Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be executed with Agreement if Contract Sum exceeds $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor’s Authorized Representative

_____
Name and Title of Contractor’s Authorized Representative

_____
Date

Window and Door Replacements,
Charleston Building, SOWELA Technical Community College 01-107-24-05, F.01004577
Name of Project **Project No.**

STATE OF _____

PARISH OF _____

ATTESTATIONS AFFIDAVIT

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

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

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

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

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

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

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

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

Window and Door Replacements,
Charleston Building, SOWELA Technical Community College 01-107-24-05, F.01004577
Name of Project **Project No.**

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

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

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

_____ _____
DATE **TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

_____
SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT

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

_____
Notary Public

SCHEDULE OF VALUES

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

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

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

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

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

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

DIVISION 08 – OPENINGS

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

DIVISION 09 – FINISHES

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

DIVISION 09 – FINISHES (CONTINUED)

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

DIVISION 10 – SPECIALTIES

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

DIVISION 11 – EQUIPMENT

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

DIVISION 12 – FURNISHINGS

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

DIVISION 13 –SPECIAL CONSTRUCTION

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

DIVISION 14 – CONVEYING EQUIPMENT

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

DIVISION 21 – FIRE SUPPRESSION

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

DIVISION 22 – PLUMBING

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

DIVISION 23 – HEATING, VENTILATING, & AIR-CONDITIONING

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

DIVISION 26 – ELECTRICAL

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

DIVIASION 27 – COMMUNICATIONS

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

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

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

DIVISION 31 – EARTHWORK

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

DIVISION 32 – EXTERIOR IMPROVEMENTS

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

DIVISION 33 – UTILITIES

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

DIVISION 34 – TRANSPORTATION

34 00 00	Transportation		
		TOTAL	

DIVISION 35 – WATERWAY AND MARINE CONSTRUCTIONS

35 00 00	Waterway and Marine construction		
		TOTAL	

DIVISION 40-43 – PROCESS EQUIPMENT

DIVISION 44 – POLLUTION CONTROL EQUIPMENT

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

DIVISION 45 – INDUSTRY SPECIFIC MANUFACTURING EQUIPMENT

DIVISION 48 – ELECTRICAL POWER GENERATION

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

LOUISIANA COMMUNITY & TECHNICAL COLLEGES

CHANGE ORDER

PROJECT NAME:	Window and Door Replacements, Charleston Building, SOWELA Technical Community College	CHANGE ORDER No.	
PROJECT & WBS No.:	01-107-24-05	CONTRACT DATE:	
CONTRACTOR:		NTP DATE:	
SITE CODE:	5-10-024 STATE ID:	SRM No.:	

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.

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

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

RECOMMENDED	**ACCEPTED**	**APPROVED**
Designer's Name:	Contractor's Name:	Project Manager:
Address:	Address:	LCTC (OWNER)
Email Address:	Email Address:	
By:	By:	By:
Date:	Date:	Date:

LOUISIANA COMMUNITY & TECHNICAL COLLEGES

Classification	**Amount**	**Classification**	**Amount**
Omission (Type "O")*		**Miscellaneous (Type "M")**	
Error (Type "E")*		**Owner Requested (Type "R")**	

COMMENTS: Senior Manager/Assistant Director approval:

July 17, 2025

Construction Contract Change Order

SUMMARY

LOUISIANA COMMUNITY & TECHNICAL COLLEGES (LCTC)

Item No. _____

RFI No. (or COR, CPR, etc.) _____

Project & WBS No. 01-104-24-05, F.01004577

Date: _____

Project Name: Window and Door Replacements, Charleston Building, SOWELA Technical Community College

Contractor Name: _____

Description of Work:

General Contractor Direct Costs - Breakdown No. ____ _____
(See attached breakdown)

Total General Contractor Cost ____ % _____
(General Contract Direct Cost plus OH&P) (Max: 8%)

Subcontractor Cost Breakdowns
(See attached.)

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

Subcontractor Direct Costs Total $ -
(Sum column A)

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

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

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

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

Performance and Payment Bond at ____ %
(Change Order Subtotal times Performance and Payment Bond rate)

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

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

July 17, 2025

Construction Contract Change Order

BREAKDOWN

Breakdown No. _____

LOUISIANA COMMUNITY & TECHNICAL COLLEGES (LCTC)

Item No. _____

RFI No. (or COR, CPR, etc.) _____

Project & WBS No. 01-104-24-05, F.01004577

Date: _____

Project Name: Window and Door Replacements, Charleston Building, SOWELA Technical Community College

Contractor/Subcontractor Name: _____

Direct Cost of Work :

A. Labor

Check here if explained on the Comment Sheet ➧

			Hourly Wage Rate	Hours	Total Cost
1		☐			
2		☐			
3		☐			
4		☐			
5		☐			
6		☐			
7		☐			

Sub Total

Add Labor Burden @ _____ %

LABOR TOTAL

B. Material

			Unit Price	Unit	Units	Total Cost
1		☐				
2		☐				
3		☐				
4		☐				
5		☐				
6		☐				
7		☐				

(Copies of invoices may be required.)

Sub Total

Add Tax @ _____ %

MATERIAL TOTAL

C. Equipment

			Unit Rate	Unit	Units	Total Cost
1		☐				
2		☐				
3		☐				
4		☐				
5		☐				
6		☐				
7		☐				

(Copies of invoices may be required.)

Sub Total

Add Tax @ _____ %

EQUIPMENT TOTAL

TOTAL DIRECT COST FOR THIS BREAKDOWN:

(Sum A, B & C)

Construction Contract Change Order

BREAKDOWN COMMENT SHEET

Breakdown No. _____

LOUISIANA COMMUNITY & TECHNICAL COLLEGES (LCTC)

Item No. _____

RFI No. (or COR, CPR, etc.) _____

Project & WBS No. 01-104-24-05, F.01004577

Date: _____

Project Name: Window and Door Replacements, Charleston Building, SOWELA Technical Community College

Contractor/Subcontractor: _____

A. Labor

No. (From BREAKDOWN Sheet)

B. Material

C. Equipment

Construction Contract Change Order

UNIT PRICE BREAKDOWN

Breakdown No. _____

LOUISIANA COMMUNITY & TECHNICAL COLLEGES (LCTC)

Item No. _____

RFI No. (or COR, CPR, etc.) _____

Project & WBS No. 01-104-24-05, F.0100457

Date: _____

Project Name: Window and Door Replacements, Charleston Building, SOWELA Technical Community College

Contractor/Subcontractor: _____

Unit Price Tabulation

(Unit prices must be included in the bid or clearly defined in a standard, industry recognized pricing reference. The pricing reference shall be identified herein.)

Unit Price Description	Reference*	Unit Price	Units	Total

* Reference Legend: _____

Unit Price Total:
(Sum Total column)

LOUISIANA COMMUNITY & TECHNICAL COLLEGES (LCTC)

Instructions for Change Order Back Up Forms

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

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

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

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

GENERAL:

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

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

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

CHANGE ORDER:

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

Description: This will include a list of each attached SUMMARY that makes up this change order and a brief statement of the work included in each.

New Contract Sum: Calculate the new contract amount using the original contract amount, previous change orders and the new change order. Select the appropriate word for increase, decrease or unchanged, and delete the terms that don't apply.

New Contract Completion Date and Revised Time: Calculate the new contract time using the original Contract Completion Date and Contract Time, previous changes in time and the change in time by this change order. Select the appropriate word for increase, decrease or unchanged and delete the terms that don't apply. Show days in the main column and the date in the blank indicated.

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

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

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

APPROVED: For approval by LCTC.

SUMMARY:

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

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

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

Project No., WBS No., Date, Project Name. Complete as appropriate.

Contractor: Name of General Contractor.

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

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

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

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

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

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

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

Total Subcontractor Costs: Total of the last two spaces.

Change Order Subtotal: Total of change order except bond.

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

Amount will be (increased) (decreased) (unchanged) by: Add bond and calculate total change order amount. Indicate "increase," "decrease" or "unchanged", and **delete the terms that don't apply**.

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

BREAKDOWN:

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

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

Project No., WBS No., Date, Project Name. Complete as appropriate.

Contractor: Name of General Contractor or Subcontractor.

Direct Cost of Work:

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

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

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

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

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

COMMENTS SHEET:

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

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

UNIT PRICE BREAKDOWN:

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

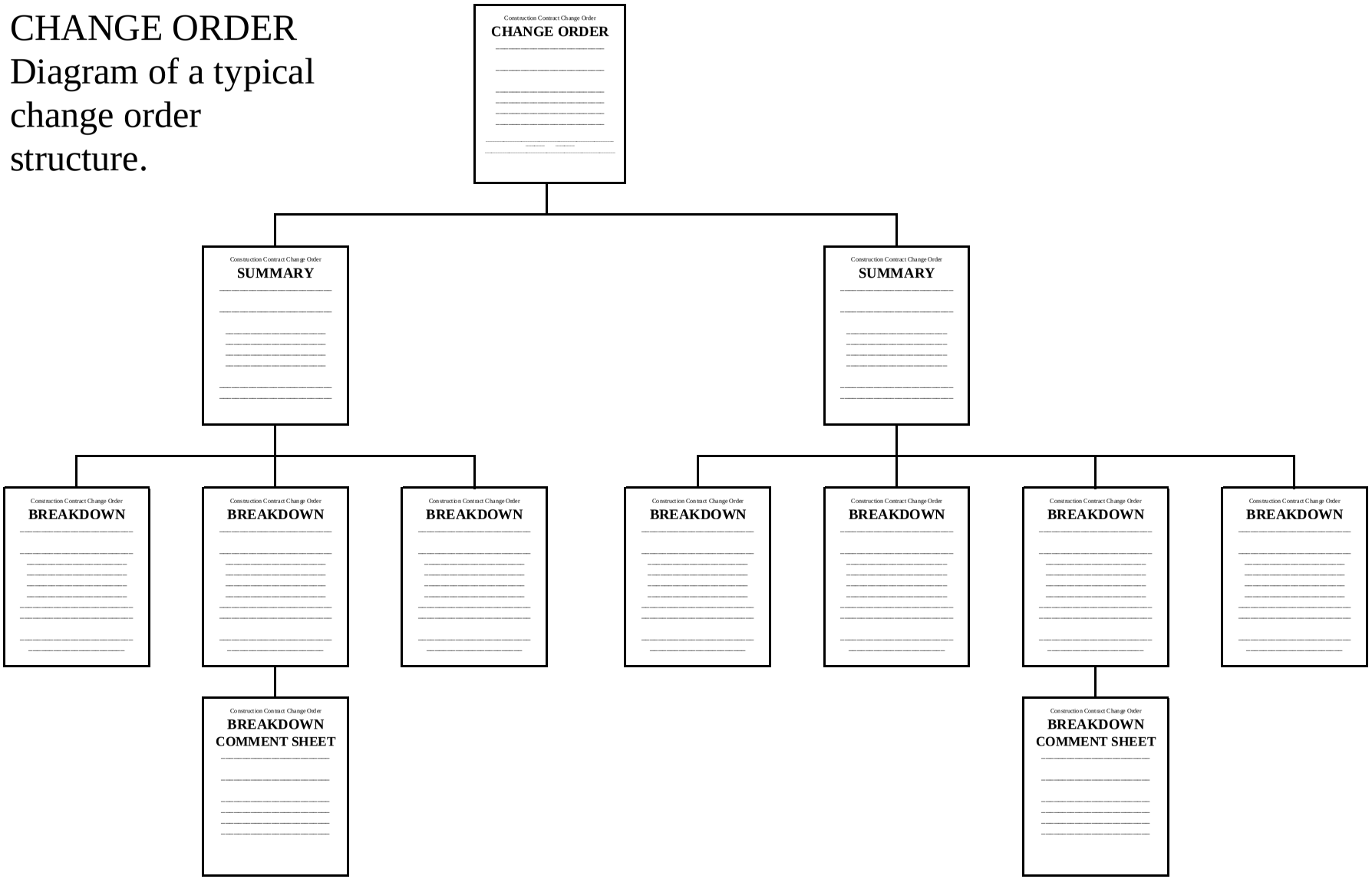
The UNIT PRICE BREAKDOWN is similar to the BREAKDOWN.

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

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

CHANGE ORDER

Diagram of a typical change order structure.



July 17, 2025

❖ **NOT FOR RECORDATION PURPOSES** ❖

Louisiana Community & Technical Colleges (LCTC)

RECOMMENDATION OF ACCEPTANCE

TO: LOUISIANA COMMUNITY & TECHNICAL COLLEGES (LCTC)
SOWELA Technical Community College
3820 Senator J Bennett Johnston Avenue
Lake Charles, LA 70615

FROM: Brossett Architect, LLC
414 Pujo Street
Lake Charles, LA 70601
Design Firm Name and Address

DATE: _____

PROJECT NAME: Window and Door Replacement, Charleston Building, SOWELA Technical Community College

PROJECT NUMBER: 01-107-24-05 WBS No. F.01004577

SITE CODE: 5-10-024 STATE ID: _____ CFMS/SRM #: _____

CONTRACTOR: _____

ORIGINAL CONTRACT AMOUNT: $ _____

FINAL CONTRACT AMOUNT: $ _____

FINAL BUILDING AREA (SQ. FEET): _____

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

DATE OF ACCEPTANCE: _____

CONTRACT DATE OF COMPLETION: _____

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) _____

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT $ _____

VALUE OF PUNCH LIST $ _____

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

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

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

ROOF GUAR-MANUF: _____ START DATE: _____ END DATE: _____

ROOFER: _____ START DATE: _____ END DATE: _____

Signed:_____
DESIGNER

FOR USE OF PROJECT MANAGER:

Signed:_____
PROJECT MANAGER

c: User Agency

❖ **NOT FOR RECORDATION PURPOSES** ❖

CERTIFICATE OF COMPLIANCE

with

Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines

TO: LOUISIANA COMMUNITY & TECHNICAL COLLEGES (LCTC)
SOWELA Technical Community College
3820 Senator J Bennett Johnston Avenue
Lake Charles, LA 70615

FROM: Brossett Architect, LLC
414 Pujo Street
Lake Charles, LA 70601
Design Firm Name and Address

PROJECT NAME: Window and Door Replacement, Charleston Building, SOWELA Technical Community College

PROJECT No.: 01-107-24-05
WBS No.: F.01004577

SITE CODE: 5-10-024 STATE ID: _____

DATE OF ACCEPTANCE: _____

I, _____ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines as reviewed by the fire marshal.

_____ Date: _____
Designer Signature

State of Louisiana
DIVISION OF ADMINISTRATION
Louisiana Community & Technical Colleges (LCTC)
CERTIFICATE OF COMPLIANCE
with
Louisiana Building Code for State Owned Buildings

TO: LOUISIANA COMMUNITY & TECHNICAL COLLEGES (LCTC)
SOWELA Technical Community College
3820 Senator J Bennett Johnston Avenue
Lake Charles, LA 70615

FROM: Brossett Architect, LLC
414 Pujo Street
Lake Charles, LA 70601
Design Firm or Owner/User Name and Address

PROJECT NAME: Window and Door Replacement, Charleston Building, SOWELA Technical Community College

PROJECT No.: 01-107-24-05
WBS No.: F.01004577

SITE CODE: 5-10-024 STATE ID: _____

DATE OF ACCEPTANCE: _____

I, _____ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the construction documents determined to be satisfactory by the State of Louisiana, Division of Administration, Office of Facility Planning and Control.

_____ Date: _____
(*Signature of Designer or Owner/User)*

❖ **NOT FOR RECORDATION PURPOSES** ❖

Act 751- LOUISIANA COMMUNITY & TECHNICAL COLLEGES (LCTC)

PARTIAL OCCUPANCY

PROJECT NAME: Window and Door Replacements, Charleston Building, SOWELA Technical Community College

PROJECT LOCATION: 3820 Sen J Bennett Johnston Avenue, Lake Charles, LA 70615

PROJECT / PART NUMBER: 01-107-24-05 CFMS / SRM No.

WBS NUMBER: F.014004577

CONTRACTOR:

USER AGENCY:

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

DATE OCCUPIED: _____ .

WARRANTY items covered by Occupancy:

_____

Designer Date

_____

Contractor Date

_____

LCTC Date

Punch List: Attached ❑

None ❑

c: User Agency, ORM

❖ **NOT FOR RECORDATION PURPOSES** ❖

LOUISIANA COMMUNITY & TECHNICAL COLLEGES

LIQUIDATED DAMAGES ASSESSMENT

TO: SOWELA Technical Community College
3820 Senator J Bennett Johnston Avenue
Lake Charles, LA 40615

FROM: Brossett Architect, LLC
414 Pujo Street
Lake Charles, LA 70601
Design Firm Name and Address

DATE: _____

PROJECT NAME: Window and Door Replacement, Charleston Building, SOWELA Technical Community College

PROJECT NUMBER: 01-107-24-05 WBS No: F.01004577

SITE CODE: 5-10-024 STATE ID: _____ CFMS: _____

CONTRACTOR: _____
_____

ORIGINAL CONTRACT AMOUNT: $ _____

FINAL CONTRACT AMOUNT: $ _____

DATE OF ACCEPTANCE:_____

CONTRACT DATE OF COMPLETION:_____

NUMBER OF DAYS OVERRUN (As of Acceptance Date) _____

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT $_____

LIQUIDATED DAMAGES ASSESSMENT $_____

Signed:_____
DESIGNER

Signed:_____
PROJECT MANAGER

c: User Agency

LIQUIDATED DAMAGES ASSESSMENT

(Procedure of How FPC Calculates Liquidate Damages at Acceptance)

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

LOUISIANA COMMUNITY & TECHNICAL COLLEGES (LCTC)
APPLICATION AND CERTIFICATION FOR PAYMENT

#VALUE!

From: (Contractor's name, address, city state, zip code)	Project Title		FPC Project Number
	Window and Door Replacement, Charleston Building, SOWELA Technical Community College		01-107-24-05
			WBS/Part Number
			F.01004577
	Application Period		Contract No.
	FROM	TO	
Vendor No.	**Payment Application No.**	**Application Date**	**Purchase Order No.**

APPLICATION FOR PAYMENT

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

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his/her knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Contractor Signature **DATE:**

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Total Owner approved change orders in prior months		
Total Owner approved change orders this month		
TOTAL	$0.00	$0.00
Net increase/decrease by all change orders	$0.00	

ARCHITECT/ENGINEER'S CERTIFICATION

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

VALUE OF PUNCH LIST ITEMS	
AMOUNT CERTIFIED FOR PAYMENT	

Architect/Engineer Signature **Date**

COMMENTS:

Project Manager	DATE
Fiscal Analyst	DATE

LOUISIANA COMMUNITY TECHNICAL COLLEGES
CONTINUATION SHEET

PROJECT NO.:	01-107-24-05	APPLICATION NO.:	-1		
WBS NO.:	F.01004577	APPLICATION DATE:			
CONTRACT NO.:	0	APPLICATION PERIOD:	From	To	
P.O. NUMBER	0				

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF ITEM	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PRIOR APPLICATION (D+E)	THIS PERIOD					
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
						$0.00		$0.00	$0.00
	TOTALS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$0.00**	**$0.00**

LOUISIANA COMMUNITY TECHNICAL COLLEGES
CONTINUATION SHEET

PROJECT NO.:	01-107-24-05		APPLICATION NO.:	0	
WBS NO.:	F.01004577		APPLICATION DATE:	1/0/1900	
CONTRACT NO.:	0		APPLICATION PERIOD:	From	To
P.O. NUMBER	0			1/0/1900	1/0/1900

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF ITEM	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PRIOR APPLICATION (D+E)	THIS PERIOD					
0	0	$0.00	$0.00			$0.00		$0.00	$0.00

Instructions for
LOUISIANA'S COMMUNITY & TECHNICAL COLLEGES Planning and Application and Certification for Payment Form

For Payment Application No. 1:

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

For Payment Application No. 2 and above:

- Open your saved prior Payment Application.
- Update pertinent information on the Payment Application Tab.
- On the **Current** App Continuation Sheet, select the line item data in Columns D-F, copy and paste **AS VALUES** into **Prior** App Continuation Sheet Columns D-F.

    NOTE: It is important to paste "as values" ( prevent copying the formula from Column D in the Current App Continuation Sheet Tab.

- If you need to add a line for an additional item not included on previous Pay Applications, you will need to add the line on the Prior App Continuation Sheet first and complete Columns A-C. Then add a line on the Current App Continuation Sheet, Columns A-C will auto populate and you can fill in the values for the current application.

LOUISIANA COMMUNITY & TECHNICAL COLLEGES (LCTC)

15. PRE-CONSTRUCTION CONFERENCE AGENDA

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

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

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

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

2. Roles of Individuals:

a. **Designer** – shall be solely responsible for the direction of the project. The Designer shall keep minutes of all meetings, including construction progress meetings, and distribute within 7 days. All instructions to contractor shall come from the designer. All decisions and directions shall be in writing. Verbal instructions shall be immediately confirmed in writing. The Designer and his principal consultants shall visit the project regularly according to the requirements of the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction.

The Designer shall NOT assume the role of his principal consultants in site visits. Copies of Designer Site Visit Reports are to be sent to LCTC and the User Agency on a weekly basis.

b. **LCTC** – Designer to receive instructions only from LCTC. Program or design changes shall be approved by LCTC prior to any work being performed by the Designer.

c. **User Agency** - Address all requests for changes through LCTC . Establish ground rules for the contractor and his personnel while working on

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

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

3. Change Orders:

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

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

4. Invoice Procedure:

a. Invoices may be submitted in electronic format.

1) Contractor shall submit one Certificate for Payment directly to the Designer. LCTC – Application and Certification for Payment forms shall be used for submittal. Certificate for payment need **not** be notarized.
2) After review, the Designer shall process the Certificate as promptly as possible, in any case within seven (7) days. If a Certificate is held for any reason, written notice stating the reason for delay should be given the owner and the contractor. If a Certificate is changed for any reason, changes will be made to all copies.
3) Distribution of copies shall be as follows:
a) Designer forwards one Certificate for Payment directly to their LCTC Representative with a transmittal letter/memo.
b) Designer forwards copy of transmittal letter and one (1) copy of Certificate to Contractor. One (1) copy retained for Designer records. One (1) copy sent to User Agency.

b. During construction, designer's invoices shall be sent directly to the LCTC representative.

c. If federal funds are involved, compliance with additional regulations is required including but not limited to:
Davis Bacon Act - Wage rate & payroll records.
Drug Free Workplace Act
Civil Rights EOP poster with name of EOP person shown.

d. Stored Materials must be on site for payment to be made. Payment will not be made for materials stored in a bonded warehouse or elsewhere.

e. An Original 45 Day Clear Lien and an Original Consent of Surety (AIA Form G707) is required prior to final payment to the contractor.

5. Prior Approval:

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

6. Testing Lab:

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

7. Project Sign

When a project sign is specified, select location.

8. Meetings:

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

9. Roofing:

Pre-roofing Conference - establish a direct line of communication, iron out initial questions regarding the project and to review project submittal requirements. This conference should be held shortly after award of the roofing contract and a minimum of six (6) weeks prior to the anticipated start of roofing. Attendance by general contractor, roofing subcontractor and manufacturer's representative is required. A letter from the manufacturer stating the roofer is an approved applicator and sample warranties shall be submitted at the Pre-roofing Conference, if not before.

a. General Guidelines for Low Sloped Roofs

1) Details in compliance with NRCA and Roof Manufacturer

2) Concrete Decks are to be primed.

3) Nailable Decks; Red Rosin sheet is required on wood decks.

4) Fastening per manufacturer's requirements to comply with I-90 FM rating.

5) Asphalt

a) Type IV asphalt shall be used for all modified bitumen mop-down systems

b) Temperature at the point of application shall be the EVT temperature plus or minus 25 degrees.

6) Insulation

a) All wet insulation is to be rejected and removed from the site.

b) All insulation joints shall be staggered, including daily tie-ins.

7) Metal

a) Color Selection

b) Gravel guard - use minimal raised lip for areas where drainage is over the edge.

8) Drainage: Most guarantees prohibit water remaining on the roof more than 48 hours.

9) Roofing guarantees

a) No dollar limit. Guarantee system from the deck up, naming all products within the system.

b) No language about "no pay, no guarantee".

c) Warranty start date to be on or very near date of Acceptance of Building Contract. The roofing warranty required for his project must meet the requirements of LCTC . It is important that the roofing manufacturer and applicator are aware of this. An incomplete or incorrect warranty **will** delay acceptance.

d) Supplementary Conditions Section 13.3.3, the Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction in any action brought under this contract.

10) Manufacturer's specification to be used in support of designer's specification. Manufacturer's requirements are a minimum, use designer's specification if it exceeds.

11) Track weather days including predicted rain percentage. Submit to designer monthly with pay estimate.

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

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

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

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

10. General Correspondence:

a. Project Number must be on all correspondence.

b. Contractor shall copy the LCTC representative on any correspondence **if**:

1) It involves a controversial issue.

2) It relates to information requests to the Designer that had not been furnished in a timely manner.

11. Miscellaneous Items to be Discussed as Necessary:

a. Shop drawings, samples, hardware, and color schedules. Shop drawings submitted to the user by the designer are for record purposes only, not for approval. Approval is the sole responsibility of the designer.
COLOR SELECTION: If the User does not approve color selections in a timely manner, the Designer, in consultation with The owner , shall make the selections, which will be final.

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

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

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

e. Location of staging area and/or fencing.

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

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

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

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

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

k. Use of any Asbestos Containing materials is prohibited.

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

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

12. Pre-Close Out Conference

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

SECTION 011000 SUMMARY

PART 1 - GENERAL

1.1 PROJECT INFORMATION

A. Project: Window and Door Replacements, Charleston Building, SOWELA Technical Community College, 01-107-24-05, F.01004577, Site Code 5-10-024

1. Project Location: 3820 Sen. J. Bennett Avenue, Lake Charles, LA.

B. Owner: Facility Planning and Control, PO Box 94094, Baton Rouge, LA.

C. Architect: Brossett Architect, LLC, 414 Pujo Street, Lake Charles, LA.

D. The Work consists of demo, new construction and improvements.

1. The work includes general construction, finishes, plumbing, HVAC and electrical.

E. Extra payment will not be authorized for relocation, removal, and/or temporary removal and reinstallation of any existing or newly installed construction (ducts, conduit, piping, wiring, fixtures, equipment, finishes, etc.) necessary to properly complete the Work, which could have been anticipated by careful examination of the project site, areas of work and the Contract Documents, including visual examination inside access panels, above suspended ceilings, inside millwork cabinets, etc. Such work shall be performed, without additional cost to the Owner.

F. The Contract Documents are intended to produce a piece of work complete in every respect and the Contractor shall furnish all things necessary to complete the Work within the meaning and intent of said documents. It shall be the responsibility of the Contractor and his respective Subcontractors to provide and coordinate everything necessary to complete the Work as enumerated in these bid documents and provide all necessary plumbing, data and electrical connections, etc. required for complete and proper operation of all work provided whether noted or not.

1.2 TRANSMITTAL OF ELECTRONIC DRAWING FILES

A. Electronic copies of drawing files may be transmitted to the contractor for convenience and use in the preparation of shop drawings.

B. Contractor will be required to sign a contract for transmittal of the electronic files. A service fee of $100 (One-Hundred Dollars) per sheet shall be remitted to Architect prior to delivery of the electronic files.

1.3 WORK RESTRICTIONS

A. Contractor's Use of Premises: During construction, Contractor will have limited use of site and building area space indicated. Contractor's use of premises is limited also by Owner's right to perform work or employ other contractors on portions of Project, and as follows:

1. Owner will occupy premises during construction. Perform construction only during normal working hours 8 AM to 4 PM Monday thru Friday, (other than holidays), unless otherwise agreed to in advance by Owner. Clean up work areas and return to usable condition at the end of each work period. It shall be the Contractor’s responsibility to temporary enclose the building and maintain a secure facility at all times. No more demo shall be performed than can be fully secured at the end of any given day, no exceptions to this will be allowed.
2. Partial Owner Occupancy: In accordance with the General Conditions, the Owner has the right to occupy completed portions of the Work prior to substantial completion of the total Work.
3. Owner Occupancy: The Owner will continue to occupy the site and the existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage.
4. Driveways, Walkways, and Entrances: Keep driveways, parking, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
5. Contractor shall maintain all areas of the Project Construction Site in a clean state throughout the Construction Project. No trash shall be allowed to accumulate on site outside of container for trash, including all discarded building materials. Project site shall be cleared as needed and once a week at a minimum.

B. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

1.4 EXAMINATION OF SITE

A. By executing the Contract, the Contractor represents that he has

1. Visited the site and performed due diligence and examination of all areas of the work.
2. Made due allowances for any and all difficulties and contingencies that may be encountered.
3. Thoroughly compared Bid Documents with work in place;
4. Visited the area of work and informed himself of existing conditions, and;
5. Notified the Architect of ambiguities, inconsistencies and errors discovered within the Bid Documents, the existing conditions and any other project conditions. The Architect shall be the sole decision maker regarding inconsistencies and interpretations within the Bid Documents.

B. In accordance with the General Conditions, each Subcontractor shall similarly represent that he has fulfilled the same responsibilities to the Contractor.

C. Failure to visit the site and perform attendant responsibilities listed above shall not relieve the Contractor or any Subcontractor from their obligations, and no extra payment will be authorized for work related to conditions which can be determined by examination of the site and the Contract Documents.

1.5 SPECIAL PROVISIONS

A. Retainage per RS 38:2248 shall be 10% for projects < $500,000 actual construction cost & 5% projects ≥ $500,000 actual construction cost.

B. No interest charges shall be added to cost from the Contractor for any payments due.

C. Insurance Requirements to be per Insurance requirements included in the Project Manual.

D. Tests & Inspections- The Contractor shall make arrangements for any such tests, inspections and approvals required using third-party Testing Laboratory. Contractor shall bear all related costs of tests, inspections and approvals, whether indicated as his responsibility or not.

E. Attach a corporate resolution or other written evidence of the authority of the person signing the Bid to the actual bid submitted as. Per La R.S. 38:2212.

F. Completed, signed and executed contracts shall be returned with bonds and COI attached to the Architect within 2 weeks after submission to the Contractor. Contracts will be summarily executed and filed by the Owner.

G. Notice to Proceed shall be issued by the Architect within 2 weeks of filing of the Contract unless otherwise agreed to by all parties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1- GENERAL

1.1 ALTERNATES

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

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

B. Notification: Immediately following award of contract, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.

C. Schedule: A "Schedule of Alternates" is included at the end of this section. Specification sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the work described under each alternate.

D. As part of each alternate include miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.

E. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project.

1.2 SUBSTITUTION PROCEDURES

A. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract.

1. Substitutions will not be approved after the bids have been received. All products approval requests shall be as per Instructions to Bidders 4.3.
2. Do not submit unapproved substitutions on Shop Drawings or other submittals.

1.3 CONTRACT MODIFICATION PROCEDURES

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

1.6 CHANGE ORDER PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work.

1. Proposal Requests are not instructions either to stop work in progress or to execute the proposed change.
2. Unless otherwise indicated in the proposal request, within seven (7) calendar days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change. Include an itemized list of Work to be performed and labor and material unit costs. Where requested, furnish data to substantiate costs and quantities. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
3. Include a statement indicating the effect the proposed change in the Work will have on the Contract time and schedule.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract time.
2. Include an itemized list of work to be performed and labor and material unit costs. Where requested, furnish data to substantiate costs and quantities. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
3. All requests for additional days due to inclement weather shall be submitted monthly. Requests shall include backup documentation and hard copies shall be submitted within 5 calendar days of end of month to be considered as a request for a change.

C. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor for all changes to the Contract Sum or the Contract Time.

D. Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

E. Submit change order proposals in the form and detail as requested by the Architect and these Contract Documents.

F. Upon Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor on the change order form, as provided in the Conditions of the Contract.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may issue a Construction Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The Construction Change Directive will contain a complete description of the change in the work and designate the method to be followed to determine change in the Contract Sum and/or Contract time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract and permit preparation of a Change Order.

1. The Contractor should initiate no work included on a Change Order without written approval from the Owner.

1.8 SCHEDULE OF VALUES

A. Prepare the schedule of values, as required by the General Conditions, in conjunction with the preparation of the progress schedule. Deliver in duplicate to the Architect within 14 days after the awarding of the Contract. Coordinate preparation of schedule of values and progress schedule. Correlate line items with other administrative schedules and the forms required for the work, including the progress schedule, payment request form, listing of subcontractors, schedule of allowances, schedule of alternates, listing of products and principal suppliers and fabricators, and the schedule of submittals. Provide breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal subcontract amounts into several line items. Round off to the nearest whole dollar, but with the total equal to the Contract Sum. Submit on AIA Form G703.

1. Material/Fabrication Values: For each unit of work where payment requests will be made on account of materials or equipment purchased, fabricated, or delivered, but not yet installed, show the "initial value" for payment request and "value added" for subsequent stage or stages of completion on that unit of work.
2. Time Coordination: In coordination of initial submittals and other administrative "start-up" activities, submit the schedule of values to the Architect at the earliest feasible date, but in no case later than 14 days after the Notice to Proceed.
3. Listing: Arrange schedule with columns to indicate the generic name of item, related specification sections, the subcontractor, the supplier, manufacturer, or fabricator, change orders (numbers) which have affected the value, the dollar value of the item, and the percentage of the Contract Sum to nearest one-hundredth percent and adjusted to total 100 percent.

4. Margins of Cost: Show line items of indirect costs, and margins on actual costs, only to the extent such items will be individually listed in payment requests. In general, each item in the schedule of values and in payment requests shall be established to be complete with its total expenses and proportionate share of the general overhead and profit margin. Except as otherwise indicated, those major cost items that are not directly the cost of actual work-in-place, such as distinct temporary facilities, may be either shown as line items in the schedule of values or may be distributed as general overhead expense, at Contractor's option.
5. Schedule Updating: Update and resubmit schedule of values when change orders affect the listing and when the actual performance of the work involves necessary changes of substance to the values previously listed.

1.9 PAYMENT REQUESTS

A. Except as otherwise indicated, the progress payment cycle is to be regular. Each application must be consistent with previous applications and payments. Certain applications for payment, such as the initial application, application at substantial completion, and final payment application involve additional requirements.

B. Payment Application Forms: As included in Project Manual.

C. Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including execution by authorized persons. Incomplete applications will be returned by Architect without action. Entries must match current data of schedule of values and progress schedule and report. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application. Attach current construction schedule to each application.

D. Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of Contractor's first payment application can be summarized as follows, but not necessarily by way of limitation:

1. Listing of subcontractors and principal suppliers and fabricators.
2. Schedule of values.
3. Listing of Contractor's staff assignments and principal consultants.
4. Copies of acquired building permits and similar authorizations and licenses from governing authorities for current performance of the work.
5. Data needed to acquire Owner's insurance coverages.

E. Application at Time of Substantial Completion: Following issuance of Architect's final "certificate of substantial completion," and also in part as applicable to prior certificates on portions of completed work as designated, a "special" payment application may be prepared and submitted by Contractor. The principal administrative actions and submittals which must proceed or coincide with such special applications can be summarized as follows, but not necessarily by way of limitation:

1. Occupancy permits and similar approvals or certifications by governing authorities and franchised services, assuring Owner's full access and use of completed work.

2. Warranties, (guarantees), maintenance agreements and similar provisions of contract documents.
3. Test/adjust/balance records, maintenance instructions, meter readings, start-up performance reports, and similar change-over information germane to Owner's occupancy, use, operation and maintenance of completed work.
4. Advice to Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
5. Final progress photographs, where required.
6. Application for reduction (if any) of retainage and consent of surety.
7. Listing of Contractor's incomplete work, recognized as exceptions to Architect's/Engineer's certificate of substantial completion.

F. Final Payment Application: The administrative actions and submittals which must precede or coincide with submittal of Contractor's final payment application can be summarized as follows, but not necessarily by way of limitation:

1. Completion of project closeout requirements.
2. Completion of items specified for completion beyond time of substantial completion (regardless of whether special payment application was previously made).
3. Assurance, satisfactory to Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
4. Transmittal of required project construction records to Owner.
5. Proof, satisfactory to Owner, that taxes, fees and similar obligations of Contractor have been paid.
6. Removal of temporary facilities, services, surplus materials, rubbish and similar elements.
7. Change over of door locks and other Contractor's access provisions to Owner's property.
8. Consent of surety for final payment.
9. Cancellation of contract and furnish a no lien certificate.

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

PART 2- PRODUCTS (Not Used)

PART 3- EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. No alternates at date of first advertisement.

END OF SECTION 012000

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

A. Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.

1. Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements administer allocation of available space equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

B. Minimum administrative and supervisory requirements necessary for coordination of work on the project include but are not necessarily limited to the following categories:

1. Coordination and meetings.
2. Administrative and supervisory personnel.
3. Records or reports.
4. Limitations for use of site.
5. Special reports.
6. General installation provisions.
7. Cleaning and protection.
8. Conservation and salvage.

C. Coordinate both the timing and the listing of reports and other activities required by provisions of this section and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the work including the Architect and Owner. In particular provide close coordination of the progress schedule, schedule of values, listing of subcontracts, schedule of submittals, progress reports, and payment requests.
All requests for information involving a clarification to resolve questions and/or conflicts in the plans and specification shall be submitted on a Request for Information form. Any change to the project/contract as a result of this information will be addresses under a separate cover as required. All requests for information not submitted on the required form may or may not be responded to be the Architect and shall have no influence on the project scope or time frame.

1. Requests for Information (RFIs): On discovery of the need for additional information or interpretation of the Contract Documents, contractor shall prepare and submit an RFI.

D. Submit initial progress schedule in duplicate. After review by the Architect revise and resubmit monthly. Submit revised schedule with each application for payment, reflecting changes since previous submittal. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Show projected percentage of completion for each item of Work as of the time of each application for payment.

1. Comply with Progress Schedule for submittals related to work progress. Coordinate submittal of related items. Show submittal dates required for shop drawings, product data, and product delivery dates.

E. Schedule and conduct progress meetings at Project site at biweekly regular intervals. Require attendance of each subcontractor or other entity concerned with current progress or involved in planning, coordination, or performance of future activities.

1. In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, hold a general progress meeting each month with time coordinated with preparation of payment request. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting. Review each entity's present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of work, hazards and risks, housekeeping, change orders, and documentation of information for payment requests. Discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule. Determine how behind-schedule work will be expedited, and secure commitments from entities involved in doing so. Discuss whether schedule revisions are required to ensure that current work and subsequent work will be completed within Contract Time. Review everything of significance which could affect progress of the work.
2. Architect will record minutes and distribute to everyone concerned, including Owner.

1.2 RECORDS/REPORTS

A. Working from lines and levels established by the property survey, establish and maintain bench marks and markers to set lines and levels for the work at each story of construction and elsewhere as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerances. Drawings shall not be scaled to determine dimensions. Advise entities performing work, of marked lines and levels provided for their use.

B. Submit special reports directly to the Owner within one day of an occurrence. Submit a copy of the report to the Architect and other entities that are affected by the occurrence.

C. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report listing chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information. Advise the Owner in advance when such events are known or predictable.

D. Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

1.3 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. General: This section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.

1. Refer to other Division-1 sections and other contract documents for specifications on administrative, non-work-related submittals. Such submittals include, but are not limited to the following items:

a. Permits.
b. Payment applications.
c. Performance and payment bonds.
d. Insurance certificates.
e. Inspection and test reports.
f. Schedule of values.
g. Progress reports.
h. Listing of subcontractors

B. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
2. Submit one hard copy and one digital copy of each action submittal.
3. Submit one hard copy and one digital copy of each informational submittal.
4. Architect will return submittals, without review, discard submittals received from sources other than Contractor.

C. Shop drawings are technical drawings and data that have been specially prepared for this project, including but not limited to the following items:

1. Fabrication and installation drawings.

2. Setting diagrams.
3. Shopwork manufacturing instructions.
4. Templates.
5. Patterns.
6. Coordination drawings (for use on-site).
7. Schedules.
8. Design mix formulas.
9. Contractor's engineering calculations.
10. Standard information prepared without specific reference to a project is not considered to be shop drawings.

D. Product data includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:

1. Manufacturer's product specifications and installation instructions.
2. Standard color charts.
3. Catalog cuts.
4. Roughing-in diagram and templates.
5. Standard wiring diagrams.
6. Printed performance curves.
7. Operational range diagrams.
8. Mill reports.
9. Standard product operating and maintenance manuals.

E. Samples are physical examples of work, including but not limited to the following items:

1. Partial sections of manufactured or fabricated work.
2. Small cuts or containers of materials.
3. Complete units of repetitively-used materials.
4. Swatches showing color, texture and pattern.
5. Color range sets.
6. Units of work to be used for independent inspection and testing.
7. Mock-ups are special forms of samples, which are too large or otherwise inconvenient for handling in the manner specified for transmittal of sample submittals.

F. Miscellaneous submittals are work-related, non-administrative submittals that do not fit in the three previous categories, including, but not limited to the following:

1. Specially-prepared and standard printed warranties.
2. Maintenance agreements.
3. Workmanship bonds.
4. Testing and certification reports.
5. Record drawings.
6. Field measurement data.
7. Operating and maintenance manuals.
8. Keys and other security protection devices.
9. Maintenance tools and spare parts.
10. Overrun stock.

F. Place a permanent label or title block on each submittal for identification. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval. Include the following information on the label:

1. Project name.
2. Date.
3. Name and address of Contractor.
4. Name and address of subcontractor or supplier.
5. Number and title of appropriate Specification Section.

G. Identify deviations from the Contract Documents on submittals.

H. Contractor's Construction Schedule Submittal Procedure: Submit six (6) copies of schedule within fourteen (14) days after date established for Notice to Proceed.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. Product Data: Mark each copy to show applicable products and options. Include the following:

1. Manufacturer's written recommendations, product specifications, and installation instructions.
2. Wiring diagrams showing factory-installed wiring.
3. Printed performance curves and operational range diagrams.
4. Testing by recognized testing agency.
5. Compliance with specified standards and requirements.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Include the following:

1. Dimensions and identification of products.
2. Fabrication and installation drawings and roughing-in and setting diagrams.
3. Wiring diagrams showing field-installed wiring.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.

C. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.

1. If variation is inherent in material or product, submit at least three Insert number sets of paired units that show variations.

2.2 INFORMATIONAL SUBMITTALS

A. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

B. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

2.3 DELEGATED DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit one hard copy and one digital copy of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Chart Schedule: Submit a comprehensive, fully developed, horizontal chart-type schedule within fourteen (14) days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

A. Refer to the General Conditions for basic procedures for submittal handling:

B. Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.

1. Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Architect's need to review a related submittal. The Architect reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.

C. Prepare and transmit each submittal to the Architect sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Architect's need to review submittals concurrently for coordination.

1. Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for resubmittal, if necessary.
2. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.

    a. Allow three weeks for the Architect's initial processing of each submittal. Allow a longer time period where processing must be delayed for coordination with subsequent submittals.
    b. Allow three weeks for reprocessing each submittal.
    c. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect sufficiently in advance of the work.

D. Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.

1. Project name.
2. Date.
3. Name, address and telephone number, including area code, of Architect.
4. Name, address and telephone number, including area code, of Contractor.
5. Name, address and telephone number, including area code, of Subcontractor.
6. Name, address and telephone number, including area code, of supplier.
7. Name of manufacturer.
8. Number and title of appropriate specification section.
9. Drawing number and detail references, as appropriate.
10. Similar definitive information as necessary.
11. Provide a space on the label for the Contractor's review and approval markings.

E. Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect and to other destinations as indicated, by use of a transmittal form. Submittals received from sources other than the Contractor will not be acted upon.

1. Transmittal Form: Prepare a draft of a transmittal form and submit it to the Architect for acceptance. Provide on the form places for the following information:

    a. Project name.
    b. Date.

c. To.
d. From.
e. Submittal purpose and description.
f. Submittal and transmittal distribution record.
g. Signature of transmitter.
h. Contractor's certification stating that the information submitted complies with the requirements of the Contract Documents, with a place for the Contractor's signature.

2. Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, and including minor variations and limitations.

3.2 SPECIFIC SUBMITTAL REQUIREMENTS

A. Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements specified herein for each type of submittal.

1. Where it is necessary to provide intermediate submittals between the initial and final submittals, provide and process intermediate submittals in the same manner as for initial submittals.

B. Information required on shop drawings includes, dimensions, identification of specific products and materials which are included in the work, compliance with specified standards and notations of coordination requirements with other work. Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the contract documents on the shop drawings.

1. Provide coordination drawings where required for the integration of the work, including work first shown in detail on shop drawings or product data. Show sequencing and relationship of separate units of work which must interface in a restricted manner to fit in the space provided, or function as indicated. Coordination drawings are considered shop drawings and must be definitive in nature.
2. Do not permit shop drawing copies without an appropriate final "Action" by the Architect to be used in connection with the work.
3. Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 24" x 36". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block. Provide a space not less than 20 sq. in. beside the title block for marking the record of the review process.

a. Do not reproduce contract documents or copy standard printed information as the basis of shop drawings.

4. Provide 4 prints plus 2 additional prints where they are required for maintenance

manuals. 2 prints will be retained; the remainder will be returned. One of the prints returned is to be marked up and maintained by the Contractor as a "As Built Document".

C. General information required specifically as product data includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notation of dimensions which have been verified by way of field measurement, and special coordination requirements for interfacing the material, product or system with other work.

1. Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.

    a. Where product data must be specially prepared for required products, materials or systems, because standard printed data is not suitable for use, submit data as "shop drawings" and not as "product data".

3. Product data submittal is required for information and record and to determine that the products, materials and systems comply with the provisions of the contract documents. Therefore, the initial submittal is also the final submittal, except where the Architect observes that there is non-compliance with the provisions of the contract documents and returns the submittal promptly to the Contractor with the appropriate "Action".

    a. Provide a preliminary double-copy submittal where required, for selection of options by the Architect.
    b. Except as otherwise indicated in individual sections of these specifications, submit one hard copy and one digital of each required product data submittal, plus additional copies where required for maintenance manuals. The Architect will retain a copy, and will return the other marked with "Action" and corrections or modifications as required.
    c. Do not submit product data or allow its use on the project, until compliance with the requirements of the contract documents has been confirmed by the Contractor.
    d. Furnish copies of product data to subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities and others as required for proper performance of the work. Show distribution on transmittal forms.
    e. Do not proceed with installation of materials, products and systems until a copy of product data applicable to the installation is in the possession of the installer. Do not permit the use of unmarked copies of product data in connection with the performance of the work.

D. Submit samples for the Architect's visual review of general generic kind, color, pattern, and texture, and for a final check of the coordination of these characteristics with other

related elements of the work. Samples are also submitted for quality control comparison of these characteristics between the final sample submittal and the actual work as it is delivered and installed.

1. Refer to individual work sections of these specifications for additional sample requirements, which may be intended for examination or testing of additional characteristics. Compliance with other required characteristics is the exclusive responsibility of the Contractor; such compliance is not considered in the Architect's review and "Action" indication on sample submittals.
2. Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in terms of availability, sizes, delivery time, and similar limiting characteristics.
3. Where possible provide samples that are physically identical with the proposed material or product to be incorporated in the work; provide full scale, fully fabricated samples cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material or product represented by the sample, submit multiple units of the sample (not less than 3 units), which show the approximate limits of variations. Where samples are specified for the Architect's selection of color, texture or pattern, submit a full set of available choices for the material or product. Mount, display, or package samples in the manner specified to facilitate the review of indicated qualities. Prepare samples to match the Architect's sample where so indicated.

    a. Refer to individual sections of these specifications for samples which, because of their relatively high cost or other special considerations, are intended to be returned to the Contractor for incorporation in the work. Such samples must be in an undamaged condition at the time of use. On the transmittal form to the Architect, indicate such special requests regarding the disposition of sample submittals.

4. At the Contractor's option, and depending upon the nature of the anticipated response from the Architect, the initial submittal of samples may be either a preliminary submittal or a final submittal.

    a. Preliminary submittal, of a single set of samples, is required where requirements indicate the Architect's selection of color, pattern, texture e or similar characteristics from a manufacturer's range of standard choices is necessary. Preliminary submittals will be reviewed and returned with the Architect's "Action" marking.
    b. Submit 2 sets of samples in the final submittal, one set will be returned.
    c. Maintain the final submittal sets of samples, as returned by the Architect, at the project site, available for quality control comparisons throughout the course of performing the work. In addition, final submittal sets may be used to obtain final acceptance of the work associated with each set. Prepare and distribute additional sets of samples to subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities, and others as required for proper performance of the work. Show final distribution on transmittal forms.

d. Mock-Ups and similar samples specified in individual work sections are special types of samples. Comply with sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

E. Miscellaneous Submittals

1. Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication or workmanship control testing at the point of production. Process inspection and test reports accordingly.
2. Refer to section "Products and Substitutions" for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements . In addition to copies desired for the Contractor's use, furnish 2 executed copies of such warranties, bonds or agreements. Provide 3 additional copies where required for maintenance manuals.
3. Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Architect's use. Where workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.
4. Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.

    a. Furnish set of original documents as maintained on the project site. Along with original marked-up record drawings provide 3 photographic copies of marked-up drawings, which, at the Contractor's option, may be reduced to not less than half size.
    b. Operating and Maintenance Data: Furnish 3 bound copies of operating data and maintenance manuals.
    c. Refer to individual sections of these specifications for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys and similar physical units to be submitted.

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

3.3 ARCHITECT'S ACTION

A. Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal, indicate appropriate "Action", and where possible return within 3 weeks of receipt. Where the submittal must be held for coordination the Architect will so advise the Contractor without delay.

1. The Architect will review each submittal and return with a review action, appropriately marked and executed to indicate whether the submittal returned is for unrestricted use, approved as noted (or make corrections noted), must be revised and resubmitted (use not permitted) or without action (as explained in the transmittal form). Submittals indicated as “make corrections noted” will not be reviewed if resubmitted.

3.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule with Application for payment before each regularly scheduled progress meeting.

1. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribute copies of approved schedule to Owner, Architect, subcontractors, testing and inspecting agencies, and parties identified by Contractor with a need-to-know schedule responsibility. When revisions are made, distribute updated schedules to the same parties.

3.5 GENERAL INSTALLATION PROVISIONS

A. Pre-Installation Conferences: Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that unit of work, and with its coordination or integration with other work that has preceded or will follow shall attend this meeting. Advise the Architect of scheduled meeting dates.

1. At each meeting review progress of other work and preparations for the particular work under consideration, including specific requirements for the following:

a. Contract documents.
b. Options.
c. Related change orders.
d. Purchases.
e. Deliveries.
f. Shop drawings, product data, and quality control samples.
g. Possible conflicts and compatibility problems.
h. Time schedules.
i. Weather limitations.
j. Manufacturer's recommendations.
k. Compatibility of materials.
l. Acceptability of substrates.
m. Temporary facilities.
n. Space and access limitations.

o. Governing regulations.
p. Inspection and testing requirements.
q. Required performance results.
r. Recording requirements

2. Record significant discussions of each conference, and record agreements and disagreements, along with the final plan of action. Distribute the record of meeting promptly to everyone concerned, including the Owner and Architect.
3. Do not proceed with the work if the pre-installation conference cannot be concluded successfully. Initiate whatever actions are necessary to resolve impediments to performance of the work, and reconvene pre-installation conference at earliest date feasible.

B. Installer's Inspection of Conditions: Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

C. Manufacturer's Instructions: Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the contract documents.

D. Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.

E. Provide attachment and connection devices and methods for securing work. Secure work true to line and level, and within recognized industry tolerances. Allow expansion and building movement. Provide uniform joint width in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable visual-effect choices to the Architect for final decision.

F. Recheck measurements and dimensions of the work, as an integral step of starting each installation.

G. Install each unit-of-work during weather conditions and project status which will ensure the best possible results in coordination with the entire work. Isolate each unit of work from incompatible work, as necessary to prevent deterioration.

H. Coordinate enclosure of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.

I. Mounting Heights: Where mounting heights are not indicated, mount individual units of work at A.D.A.A.G. standard mounting heights for the particular applications indicated. Refer questionable mounting height choices to the Architect for final decision.

3.6 CLEANING AND PROTECTION

A. During handling and installation of work at the project site, clean and protect work in progress and adjoining work on a basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of substantial completion.

B. Clean and perform maintenance on installed work as frequently as necessarily through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

C. Limiting Exposures of Work: To the extent possible through reasonable control and protection methods, the Contractor shall supervise performance of work in a manner and by means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but not by way of limitation the following:

1. Excessive static or dynamic loading.
2. Excessive internal or external pressures.
3. Excessively high or low temperatures.
4. Thermal shock.
5. Excessively high or low humidity.
6. Air contamination or pollution.
7. Water or ice.
8. Solvents.
9. Chemicals.
10. Light.
11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling.
16. Bacteria.
17. Insect infestation.
18. Combustion.
19. Electrical current.
20. High speed operation, improper lubrication, unusual wear or other misuse.
21. Incompatible interface.
22. Destructive testing.
23. Misalignment.
24. Excessive weathering.
25. Unprotected storage.
26. Improper shipping or handling.
27. Theft
28. Vandalism

3.7 CONSERVATION AND SALVAGE

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

END OF SECTION 013000

SECTION 014216 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF REQUIREMENTS

A. General: This section specifies procedural and administrative requirements for compliance with governing regulations and codes and standards imposed upon the Work. These requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.

1. The term, "Regulations", is defined to include laws, statutes, ordinances and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the work regardless of whether they are lawfully imposed by governing authority or not.

B. Governing Regulations: Refer to General and Supplementary Conditions for requirements related to compliance with governing regulations.

1.3 DEFINITIONS

A. General Explanation: Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the Work to the extent that they are not stated more explicitly in another element of the contract documents.

B. General Requirements: The provisions or requirements of other Division-1 sections apply to entire work of the Contract and, where so indicated, to other elements which are included in the project.

C. Indicated: The term, "indicated", is a cross-reference to graphic representations, notes or schedules on the drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate the cross-reference, and no limitation of location is intended except as specifically noted.

D. Directed, Requested, Etc.: Terms such as "directed", "requested", "authorized", "selected",

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

E. Approve: Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the term "approved" will be held to limitations of the Architect's/Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will the Architect's approval be interpreted as a release of the Contractor from responsibilities to fulfill requirements of contract documents or acceptance of the work unless otherwise provided by requirements of the contract documents.

F. Project Site: The term, "project site", is defined as the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is shown on the drawings, and may or may not be identical with the description of the land upon which the project is to be built.

G. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations".

H. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations".

I. Provide: The term "provide" or “new” means "to furnish and install, complete and ready for intended use".

J. Installer: The "installer" is "the entity" (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a requirement that installers are experienced in the operations they are engaged to perform.

K. Testing Laboratories: A "testing laboratory" is defined as an entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.

L. Stipulated Damages: Where the words “liquidated damages” may be found throughout the project manual, it shall be used interchangeably with “stipulated damages”. It is to acknowledge that the Contractor’s failure to achieve substantial completion of the work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that stipulated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that stipulated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the

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

M. ± : All dimensions noted with a plus/minus notation or symbol shall be a maximum 1/8" larger or 1/8" smaller than the dimension indicated.

N. Digital copy: Where a digital copy is requested or allowed the digital submittal shall be a digital pdf version of the document submitted via email to the Project Architect and not require log-in or registration of any kind to receive the digital version.

1.4 INDUSTRY STANDARDS

A. Applicability of Standards: Except where more explicit or stringent requirements are written into the contract documents, applicable construction industry standards have the same force and effect as if bound into or copied directly into the contract documents. Such industry standards are made a part of the contract documents by reference.

B. Individual specification sections indicate which codes and standards the Contractor must keep available at the project site for reference.

1. Referenced standards (standards referenced directly in the contract documents) take precedence over non-referenced standards that are recognized in the industry for applicability to the Work.
2. Unreferenced Standards: Except as otherwise limited by the contract documents, standards not referenced but recognized in the construction industry as having direct applicability to the Work and will be enforced for the performance of the Work. The decision as to whether an industry code or standard is applicable, or as to which of several standards are applicable, is the sole responsibility of the Architect/ Engineer.

C. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.

1. Updated Standards: At the request of the Architect, Contractor or governing authority, submit a change order proposal where an applicable industry code or standard has been revised and reissued after the date of the contract documents and before the performance of the work affected. The Architect will decide whether to issue the change order to proceed with the updated standard.

D. Conflicting Requirements: Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the contract documents specifically indicate otherwise. Refer requirements that are different,

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

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

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

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

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

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

1.5 GOVERNING REGULATIONS/AUTHORITIES

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

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

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

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

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 014216

SECTION 014219 - REFERENCES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

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

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

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

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

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

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

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

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

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014219

SECTION 014500 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Testing and inspecting services shall be performed by independent testing agencies.
2. Except as otherwise indicated, engage inspection and test service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.

B. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements, comply with the most stringent requirement. Refer uncertainties to Architect for a decision.

C. Definitions: The requirements of this section relate primarily to customized fabrication and installation procedures, not to the production of standard products. Quality control services include inspections and tests and related actions including reports, performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include Contract enforcement activities performed directly by the Architect.

1. Specific quality control requirements for individual units of work are specified in the sections of these specifications that specify the individual element of the work. These requirements, including inspections and tests, cover both production of standard products, and fabrication of customized work. These requirements also cover quality control of the installation procedures.
2. Inspections, tests and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the contract documents.
3. Requirements for the Contractor to provide quality control services as required by the Architect, the Owner, governing authorities or other authorized entities are not limited by the provisions of this section.

D. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum. The actual installation may exceed the minimum within reasonable limits. Indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision.

E. Refer to Division-1 section on "Submittals" for the general requirements on submittals. Submit a certified written report of each inspection, test or similar service, directly to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate. Submit additional copies of each written report directly to the governing authority, when the authority so directs.

F. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
6. Names of individuals making tests and inspections.
7. Description of the Work and test and inspection method.
8. Complete test or inspection data, test and inspection results, an interpretation of test results, and comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
9. Name and signature of laboratory inspector.
10. Recommendations on retesting and reinspecting.

G. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, notices, receipts for fee payments, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

H. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated; and where required by authorities having jurisdiction, that is acceptable to authorities.

I. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

J. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Promptly notify Architect and Contractor of irregularities or deficiencies in the Work observed during performance of its services.
2. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
3. Do not perform any duties of Contractor.

K. Associated Services: Cooperate with testing agencies and provide reasonable auxiliary services as requested. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Security and protection for samples and for testing and inspecting equipment.

L. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

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

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

1.2 RESPONSIBILITIES

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

1. The Owner will engage and pay for the services of an independent agency to perform inspections and tests that are specified as the Owner's responsibility.

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

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

1. Providing access to the work.

2. Taking samples or assistance with taking samples.
3. Delivery of samples to test laboratories.
4. Security and protection of samples and test equipment at the project site.

D. Coordination: The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the work. In addition the Contractor and each independent testing agency shall coordinate their work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities.

E. Manufacturer's Field Services: When specified in respective sections, require supplier and/or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable and to make appropriate recommendations. Representative shall submit written report to Architect listing observations and recommendations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

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

END OF SECTION 014500

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. This section specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.

B. Use Charges: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.

C. Temporary utility services required for use at the project site include but are not limited to the following:

1. Water service and distribution.
2. Temporary electric power and light.
3. Sanitary sewer.

D. Provide adequate utility capacity at each stage of construction. Prior to availability of temporary utilities at the site, provide trucked-in services for start-up of construction operations.

1. Obtain and pay for temporary easements required to bring temporary utilities to the project site, where the Owner's permanent easement cannot be utilized for that purpose

E. Water and Electric Power: Available from Owner's existing system without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

F. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

G. Accessible Temporary Egress: Comply with applicable provisions in ICC/ANSI A117.1.

H. Temporary construction and support facilities required for the project include but are not limited to the following:

1. Temporary heat.
2. Sanitary facilities, including drinking water.
3. First aid station.
4. Project identification, bulletin boards and signs.
5. Waste disposal services.
6. Rodent and pest control.
7. Construction aids and miscellaneous general services and facilities.

8. Alternate temporary services and facilities, equivalent to those specified, may be used, subject to acceptance by the Architect.

I. Security and protection facilities and services required for the project include but are not limited to the following:

1. Barricades, warning signs, lights.
2. Sidewalk enclosure fence.
3. Environmental protection
4. Alternate security and protection methods or facilities, equivalent to those specified, may be used, subject to acceptance by the Architect.

1.2 QUALITY ASSURANCE

A. Regulations: Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities, including but not limited to the following:

1. Building Codes, including local requirements for permits, testing and inspection.
2. Health and safety regulations.
3. Utility company regulations and recommendations governing temporary utility services
4. Police and Fire Department rules and recommendations.
5. Police and Rescue Squad recommendations.
6. Environmental protection regulations governing use of water and energy, and the control of dust, noise and other nuisances.

B. Standards: Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services".

1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", as prepared jointly by AGC and ASC for industry recommendations.

C. Inspections: Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.

1.3 SUBMITTALS

A. Reports and Permits: During progress of the work, submit copies of reports and permits required by governing authorities, or necessary for installation and efficient operation of temporary services and facilities.

1. Submit copies of reports of tests, inspections, meter readings and similar procedures performed on temporary utilities before, during and after performance of the

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

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

1.4 JOB CONDITIONS

A. General: Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the work. Maintain, expand as required and modify temporary services and facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.

1. With the establishment of the job progress schedule, establish a schedule for the implementation and termination of service for each temporary utility. At the earliest feasible time, and when acceptable to the Owner and Architect, change over from the use of temporary utility service to the use of the permanent service, to enable removal of the temporary utility and to eliminate possible interference with completion of the work.

B. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload temporary services or facilities, and do not permit them to interfere with the progress of the work. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.

1. Temporary Utilities: Do not permit the freezing of pipes, flooding or the contamination of water sources.
2. Temporary Construction and Support Facilities: Maintain temporary facilities in such a manner as to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary support facilities in a sanitary manner so as to avoid health problems and other deleterious effects.
3. Security and Protection: Maintain security and protection facilities in a safe, lawful and publicly acceptable manner. Take necessary measures to prevent erosion of the site.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. General: Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be

used, if acceptable to the Architect. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

B. Temporary Utilities: Where the local utility company provides only a portion of the temporary utility, provide the remainder with matching, compatible materials and equipment. Comply with the utility company's recommendations

1. Water Hoses: Where shut-off nozzles are used at the water hose discharge, provide heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system.

    a. Where non-potable water is used, provide warning signs on the discharge end of each length of hose.

2. Electrical Service: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service, including those requirements included in Division-16 sections.

    a. Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets.
    b. Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.
    c. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage indicated or required for adequate illumination. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

C. Chain-Link Fencing: Minimum 2-inch , 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts and top and bottom rails.

2.2 TEMPORARY FACILITIES

A. Provide field offices, storage and fabrication sheds, and other support facilities as necessary for construction operations. Store combustible materials apart from building.

1. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the fuel being consumed.

B. Self-Contained Toilet Units: Provide single occupant self-contained toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material.

C. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with a flame-spread rating of 15 or less. For temporary enclosures where work is being or will be performed, provide translucent tarpaulins made of nylon reinforced laminated polyethylene to admit the maximum amount of daylight and reduce the need for temporary lighting.

D. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

E. Drinking Water: Provide potable water approved by local health authorities. Where well water must be used, comply with local health authorities recommendations for type and frequency of testing water for portability.

F. Fire Extinguishers: Provide type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

2.3 EQUIPMENT

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

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 13 at each return-air grille in system and remove at end of construction.

2.4 PROJECT SIGN

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

vinyl characters for exterior use and applied to both sides as per layout. Verify layout with Architect.

PART 3 - EXECUTION

3.1 INSTALLATION GENERAL

A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.

1. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. General: Install water service and distribution piping of sizes and pressures adequate for construction purposes during the construction period and until permanent service is in use, including but not limited to the following uses.

1. Construction processes.
2. Fire protection.
3. Drinking water.
4. Sanitary facilities.
5. Cleaning.
6. Where the available supply of potable water is inadequate, provide non-potable water for purposes other than drinking and washing. Provide warning signs at each outlet of non-potable water.
7. Obtain water service from the nearby water main of the local water authority, as permitted by the governing authority. Pay water service use charges, whether metered or otherwise, for all water used by entities authorized to be at or to perform work at the project site. Exercise control over usage in an effort to conserve water.
8. Sterilization: Except piping of non-potable water, sterilize temporary water piping prior to use.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

D. Sanitary Facilities: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

E. Heating and Cooling: Provide temporary heating and cooling required for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

F. Temporary Electric Power Service: If needed, provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period. Whenever an overhead floor or roof deck has been installed, install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.

1. Temporary Service: Install service and grounding in compliance with the National Electric Code (NFPA 70). Include necessary meters, transformers, overload protected disconnect and main distribution switch gear.

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

3.3 SUPPORT FACILITIES INSTALLATION

A. Install project identification and other signs in locations approved by Architect to inform the public and persons seeking entrance to Project.

B. Provide a reasonably neat and uniform appearance in temporary construction and support facilities acceptable to the Architect and the Owner.

1. Locate support facilities for easy access to the Work. Position offices so that windows give the best possible view of construction activities.
2. Except as otherwise indicated, make the change-over from use of temporary services and facilities to use of permanent services and facilities at the earliest

feasible date at each portion of the building, to minimize hazards and interferences with performance of the Work.

3. Maintain field office storage and fabrication sheds, temporary sanitary facilities, waste collection and disposal systems, and project identification and temporary signs until near substantial completion. Immediately prior to substantial completion remove these facilities. Personnel remaining at the site beyond substantial completion will be permitted to use certain permanent facilities, under restricted use conditions acceptable to the Owner.

C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

D. Temporary Elevator Use: Use of elevators is not permitted.

E. Establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Enforce requirements strictly. Do not hold collected materials at the site longer than 7 days during normal weather or 3 days when the daily temperature is expected to rise above 80 deg F (27 deg C). Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.

1. Burying or burning of waste materials on the site will not be permitted.
2. Washing waste materials down sewers or into waterways will not be permitted.
3. Provide rodent proof containers located on each floor level of construction work, to encourage depositing of garbage and similar wastes by construction personnel.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

B. Furnish and install site enclosure fence in a manner that will protect people from construction areas.

C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

D. Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

E. Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

F. Install and maintain temporary fire-protection facilities. Comply with NFPA 241.

G. Until fire protection needs may be fulfilled by permanent facilities, install and maintain temporary fire protection facilities of the types needed to adequately protect against reasonably predictable and controllable fire losses. Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers". Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher on each floor at or near each usable stairwell. Store combustible materials in containers in recognized fire-safe locations.

1. Where temporary water outlets are available, provide hoses of sufficient length to reach construction areas. Hang hoses with a warning sign, to the effect that hoses are for fire protection purposes and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

H. Comply with recognized standards and code requirements for the erection of substantial, structurally adequate barricades where needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of the hazard being protected against. Provide lighting where appropriate and needed, including flashing red lights where appropriate.

I. Provide general protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel on the site in ways and by methods that comply with environmental regulations, and that minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of work at the site. Avoid the use of tools and equipment which produce harmful noise. Restrict the use of noise making tools and equipment to hours of use that will minimize noise complaints from persons or firms near the project site.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Operate and maintain temporary services and facilities in good operating condition throughout the time of use and until removal is authorized. Protect from damage by freezing temperatures and similar elements.

1. Protection: Prevent water filled piping from freezing, by use of ground covers, insulation, by keeping drained or by temporary heating. Maintain distinct markers for underground lines. Protect from damage during excavation operations.

C. Unless the Architect requests that it be maintained for a longer period of time, remove each temporary service and facility promptly when the need for it or a substantial portion of it has ended, or when it has been replaced by the authorized use of a permanent facility, or no later than substantial completion. Complete, or, if necessary, restore permanent work which may have been delayed because of interference with the temporary service or facility. Repair damaged work, clean exposed surfaces and replace work which cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary services and facilities are and remain the property of the Contractor. The Owner reserves the right to take possession of the project identification signs.
2. Remove temporary roads and paving materials which are not intended for or acceptable for integration into permanent paving. Where the area shown is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the landscape area. Remove materials contaminated with road oil, asphalt and other petro-chemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.
3. At substantial completion, clean and renovate permanent services and facilities that have been used to provide temporary services and facilities during the construction period, including but not limited to the following:

    a. Replace air filters and clean the inside of ductwork and housings.
    b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
    c. Replace lamps in the lighting system that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Definitions: Definitions used in this paragraph are not intended to negate the meaning of other terms used in the contract documents, including such terms as, "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction" and similar terms. Such terms are self-explanatory and have recognized meanings in the construction industry.

B. "Products" are items purchased for incorporation in the Work, regardless of whether they were specifically purchased for the project or taken from the Contractor's previously purchased stock. The term "product" as used herein includes the terms "material", "equipment", "system" and other terms of similar intent.

1. "Named Products" are products identified by use of the manufacturer's name for a product, including such items as a make or model designation, as recorded in published product literature, of the latest issue as of the date of the contract documents.
2. "Materials" are products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form units of work.
3. "Equipment" is defined as a product with operational parts, regardless of whether motorized or manually operated, and in particular, a product that requires service connections such as wiring or piping.

C. Comparable Product Requests:

1. Submit request for consideration of each comparable product. Do not submit unapproved products on Shop Drawings or other submittals.
2. Identify product to be replaced and show compliance with requirements for comparable product requests. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified.
3. Architect will review the proposed product and notify Contractor of its acceptance or rejection.

D. Substitutions: The Contractor's requests for changes in the products, materials, equipment and methods of construction required by the contract documents are considered requests for "substitutions", and are subject to the requirements specified herein. The following are not considered as substitutions.

1. Revisions to the contract documents, where requested by the Owner or Architect are considered as "changes", not substitutions.

2. Substitutions requested during the bidding period, which have been accepted by Addendum prior to the Contract Bid Date, are included in the contract documents and are not subject to the requirements for substitutions as herein specified.
3. Specified Contractor options on products and construction methods included in the contract documents are choices available to the Contractor and are not subject to the requirements for substitutions as herein specified.
4. Except as otherwise provided in the contract documents, the Contractor's determination of and compliance with governing regulations and orders as issues by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders.

E. Basis-of-Design Product Specification Submittal: Show compliance with requirements.

F. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
4. Store materials in a manner that will not endanger Project structure.
5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

G. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

H. Standards: Refer to Division-1 section "Definitions and Standards" for the applicability of industry standards to the products specified for the project, and for the acronyms used in the text of the specification sections.

1.2 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same generic kind, from a single source, for each unit of work.

B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between the various choices available to

the Contractor is not assured by the various requirements of the Contract documents, but must be provided by the Contractor.

1.3 SUBMITTALS

A. Architect's Action: The Architect will not respond to Contractor requests for substitutions after the times noted in Instructions to Bidders. No responses by the Architect does not constitute a waiver of requirements nor acceptance of substitution.

B. Substitution Request Submittal:

1. Requests for Substitutions: Submit one hard copy of each request for substitution. In each request identify the product or fabrication or installation method to be replaced by the substitution; include related specification section and drawing numbers, and complete documentation showing compliance with the requirements for substitutions. Include the following information, as appropriate, with each request.
2. Provide complete product data, drawings and descriptions of products, and fabrication and installation procedures.
3. Provide a detailed comparison of the significant qualities of the proposed substitution with those of the work originally specified. Significant qualities include elements such as size, weight, durability, performance, cost and visual effect where applicable.
4. Provide complete coordination information. Include all changes required in other elements of the work to accommodate the substitution, including work performed by the Owner and separate Contractors.
5. Provide a statement indicating the effect the substitution will have on the work schedule in comparison to the schedule without approval of the proposed substitution. Include information regarding the effect of the proposed substitution on the Contract Time.
6. Provide certification by the Contractor to the effect that, in the Contractor's opinion, after thorough evaluation, the proposed substitution will result in work that in every significant respect is equal-to or better than the work required by the Contract documents, and that it will perform adequately in the application indicated.

    a. Include in this certification, the Contractor's waiver of rights to additional payment or time, which may subsequently be necessary because of the failure of the substitution to perform adequately.

C. Architect's Action: Only requests received prior to bidding as noted in Instructions to Bidders will be reviewed for acceptable use in this project.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.

1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
2. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Requirements for individual products are indicated in the contract documents; compliance with these requirements is in itself a contract requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods. These methods include the following:

1. Proprietary.
2. Descriptive.
3. Performance.
4. Compliance with reference Standards.
5. Compliance with codes, compliance with graphic details, allowances, and similar provisions of the contract documents also have a bearing on the selection process

C. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the contract documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures include but are not limited to the following for the various indicated methods of specifying:

1. Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Advise the Architect before proceeding, when it is discovered that the named product is not a reasonable or a feasible solution.
2. Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered. Advise the Architect before proceeding where none of the named products comply with specification requirements, or are feasible for use.
4. Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements for "comparable product requests" for consideration of an unnamed product.
5. Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

6. Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements for "comparable product requests" for consideration of an unnamed manufacturer's product.
7. Where Specifications name a single product, or refer to a product indicated on Drawings, as the "basis-of-design," provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.
8. Where products or manufacturers are specified by name, accompanied by the term "or-equal" or similar language, comply with the contract document provisions concerning "substitution" in the "Instructions to Bidders" to obtain approval from the Architect for the use of an unnamed product.
9. Where the specifications name products or manufacturers that are available and may be incorporated in the Work, the Contractor may not, at his option, use any available product that complies with contract requirements.
10. Where the specifications describe a product or assembly generically, in detail, listing the exact characteristics required, but without use of a brand or trade name, provide products or assemblies that provide the characteristics indicated and otherwise comply with contract requirements.
11. Where the specifications require compliance with indicated performance requirements, provide products that comply with the specific performance requirements indicated, and that are recommended by the manufacturer for the application indicated. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's individual certification of performance. General overall performance of a product is implied where the product is specified for specific performances.
12. Where the specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specification requirements, including the standards, codes and regulations.

D. Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. Visual Matching: Where matching an established sample is required, the final judgment of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Architect. Where there is no product available within the specified product category that matches the sample satisfactorily and also complies with other specified requirements, comply with the provisions of the contract documents concerning "substitutions" and "change orders" for the selection of a matching product in another product category, or for non-compliance with specified requirements.
2. Visual Selection: Except as otherwise indicated, where specified product requirements include the phrase "...as selected from the manufacturer's standard colors, patterns, textures..." or similar phrases, the Architect is subsequently responsible for selecting the color, pattern, and texture from the product line indicated.

E. Unless otherwise indicated, Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

F. Producer's Statement of Applicability: Where individual specification sections indicate products that require a "Statement of Applicability" from the manufacturer or other producer, submit a written-certified statement from the producer stating that the producer has reviewed the proposed application of the product on the project. This statement shall state that the producer agrees with or does not object to the Architect's specification and the Contractor's selection of the product for use in the Work. The statement shall also state that the proposed application of the product on the project is suitable and proper.

2.2 SUBSTITUTIONS

A. Conditions: The Contractor's request for a substitution will be received and considered when extensive revisions to the contract documents are not required, when the proposed changes are in keeping with the general intent of the contract documents, when the requests are timely, fully documented and properly submitted, and when one or more of the following conditions is satisfied, all as judged by the Architect; otherwise the requests will be returned without action except to record non-compliance with these requirements.

1. The Architect will consider a request for substitution where the specified product or method cannot be provided within the Contract Time. However, the request will not be considered if the product or method cannot be provided as a result of the Contractor's failure to pursue the work promptly or to coordinate the various activities properly.
2. The Architect will consider a request for substitution where the specified product or method cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
3. The Architect will consider a request for a substitution where a substantial advantage is offered the Owner, in terms of cost, time, energy conservation, or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. These additional responsibilities may include such considerations as additional compensation to the Architect for redesign and evaluation services, the increased cost of other work by the Owner or separate contractors, and similar considerations.
4. The Architect will consider a request for substitution when the specified product or method cannot be provided in a manner, which is compatible with other materials of the work, and where the Contractor certifies that the substitution will overcome the incompatibility.
5. The Architect will consider a request for substitution when the specified product or method cannot be properly coordinated with other materials in the work, and where the Contractor certifies that the proposed substitution can be properly coordinated.
6. The Architect will consider a request for substitution when the specified product or method cannot receive a warranty as required by the contract documents and

where the contractor certifies that the proposed substitution receive the required warranty.

B. Work-Related Submittals: The Contractor's submittal of and the Architect's acceptance of shop drawings, product data or samples which relate to work not complying with requirements of the contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.3 GENERAL PRODUCT REQUIREMENTS

A. General: Provide products that comply with the requirements of the contract documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

1. Standard Products: Where they are available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

PART 3- EXECUTION

3.1 INSTALLATION OF PRODUCTS

A. General: Except as otherwise indicated in individual sections of these specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

END OF SECTION 016000

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF REQUIREMENTS

A. Definitions: Project closeout is the term used to describe certain collective project requirements, indicating completion of the Work that are to be fulfilled near the end of the Contract time in preparation for final acceptance and occupancy of the Work by the Owner, as well as final payment to the Contractor and the normal termination of the Contract.

B. Specific requirements for individual units of work are included in the appropriate sections in Divisions 2 through 33.

C. Time of closeout is directly related to "Substantial Completion"; therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to the other provisions of this section.

1.3 CLOSEOUT SUBMITTALS

A. As Built Drawings: Maintain a set of prints of the Contract Drawings as As Built Drawings. Mark to show actual installation where installation varies from that shown originally.

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

4. Mark as built sets with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
5. Mark-up new information, which is known to be important to the Owner, but for some reason was not shown on either contract drawings or shop drawings.
6. Note related change-order numbers where applicable.
7. Organize as built drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
8. Upon completion of mark-up, submit complete set of as built data to the Architect for the Owner's records.

B. Operation and Maintenance Data: Submit three copies of manual. Organize data into three-ring binders with identification on front and spine of each binder, and envelopes for folded drawings. Organize operating and maintenance data into suitable sets of manageable size. Bind data into individual binders properly identified and indexed. Bind each set of data in a heavy-duty 2-inch, 3-ring vinyl-covered binder, with pocket folders for folded sheet information. Mark the appropriate identification on both front and spine of each binder. Include the following:

1. Manufacturer's operation and maintenance documentation.
2. Maintenance and service schedules.
3. Maintenance service contracts.
4. Emergency instructions.
5. Spare parts list.
6. Wiring diagrams.
7. Copies of warranties.
8. Recommended "turn-around" cycles.
9. Inspection procedures.
10. Shop drawings and product data.

1.4 CLOSEOUT PROCEDURES

A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:

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

8. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mock- ups, and similar elements.
9. Remove temporary facilities and controls.
10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
11. Complete final cleaning requirements, including touchup painting.
12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. In the progress payment request that coincides with, or is the first request following, the date substantial completion is claimed, show either 100% completion for the portion of the Work claimed as "substantially complete", and list incomplete items, the value of incomplete work, and reasons for the Work being incomplete.

1. Include supporting documentation for completion as indicated in these contract documents. Submit a statement showing an accounting of changes to the Contract Sum.

C. Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

D. Inspection Procedures: Upon receipt of the Contractor's request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled prerequisites.

E. Following the initial inspection, the Architect will either prepare the certificate of substantial completion, or will advise the Contractor of work which must be performed before the certificate will be issued. The Architect will repeat the inspection when requested and when assured that the Work has been substantially completed.

1. Results of the completed inspection will form the initial "punch-list" for final acceptance.

1.5 PREREQUISITES TO FINAL ACCEPTANCE

A. Complete the following before requesting the Architect's final inspection for certification of final acceptance, and final payment as required by the General Conditions. List known exceptions, if any, in the request.

1. Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Architect's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect.
4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data either as of the date of substantial completion, or else when the Owner took possession of and responsibility for corresponding elements of the Work.
5. Submit consent of surety.
6. Submit a final liquidated damages settlement statement, acceptable to the Owner.
7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
8. Submit a No-lien certificate.

B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of the Contractor's notice that the work, including punch-list items resulting from earlier inspections, has been completed, except for these items whose completion has been delayed because of circumstances that are acceptable to the Architect.

1. Submit a written request for final inspection for acceptance. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
2. Upon completion of reinspection, the Architect will either prepare a certificate of final acceptance, or will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled, but are required for final acceptance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance.

1. Verify compatibility with and suitability of substrates.
2. Examine roughing-in for electrical systems.
3. Examine walls, floors, and roofs for suitable conditions.

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

C. Take field measurements as required to fit the Work properly. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication.

D. Verify space requirements and dimensions of items shown diagrammatically on Drawings.

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

3.2 CONSTRUCTION LAYOUT AND FIELD ENGINEERING

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

3.3 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated. Make vertical work plumb and make horizontal work level.

1. Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections to form hairline joints.
2. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
3. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations.

C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

D. Use products, cleaners, and installation materials that are not considered hazardous.

E. Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place. Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed.

3.4 CUTTING AND PATCHING

A. Provide temporary support of work to be cut. Do not cut structural members or operational elements without prior written approval of Architect.

B. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

C. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will minimize evidence of patching and refinishing.
2. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

3.5 FINAL CLEANING

A. Clean Project site and work areas daily, including common areas. Dispose of materials lawfully.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
3. Remove debris from concealed spaces before enclosing the space.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:

1. Remove labels that are not permanent.
2. Clean transparent materials. Remove excess glazing compounds. Replace chipped or broken glass.
3. Clean exposed exterior and interim hard-surfaced finishes to a dust-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces..
4. Vacuum carpeted surfaces and wax resilient flooring.
5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures, lamps, globes, and reflectors.
6. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.
7. Provide final cleaning of the Work at the time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions for operations.

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

D. Compliance: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site. Do not bury debris or excess materials on the Owner's property. Do not discharge paint of any kind, volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

1. Where extra materials of value remaining after completion of associated work have become the Owner's property, dispose of these materials to the Owner's best advantage as directed.

3.6 DEMONSTRATION AND TRAINING

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Include a detailed review of the following:

1. Include instruction for basis of system design and operational requirements, review of documentation, emergency procedures, operations, adjustments, troubleshooting, maintenance, and repairs.

2. As part of this instruction provide a detailed review of the following items:

a. Maintenance manuals
b. Record documents
c. Spare parts and materials
d. Tools
e. Lubricants
f. Fuels
g. Identification systems
h. Control sequences
i. Cleaning
j. Warranties bonds, maintenance agreements and similar, continuing commitments.

3. As part of this instruction for operating equipment demonstrate the following procedures:

a. Start-up
b. Shut-down
c. Emergency operations
d. Noise and vibration adjustments
e. Economy and efficiency adjustments
f. Effective energy utilization

END OF SECTION 017000

SECTION 017329 - CUTTING AND PATCHING AND REPAIR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF REQUIREMENTS

A. Definition: Whether noted on plans or not, "Cutting and patching and repair" includes cutting into existing construction to provide for the installation or performance of other work, repair or patching as required to conceal evidence of new work at existing conditions, and subsequent fitting and patching required to restore surfaces to their original condition. Also any repair work required to restore existing conditions to this original condition before any work of this project occurred and to provide final visual and aesthetic appearance acceptable to the Architect.

1. Cutting and patching and repair is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed, for installation of any new work, or for other similar purposes.
2. Cutting and patching and repair performed during the manufacture of products, or during the initial fabrication, erection or installation processes is not considered under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be cutting and patching and repair.

B. Refer to other sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.

1. Unless otherwise specified requirements of this sections apply to mechanical and electrical work. Refer to any and all specification sections for additional requirements and limitations on cutting and patching and repair of mechanical and electrical work.

1.3 QUALITY ASSURANCE

A. Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

B. Before cutting and patching the following categories of work, obtain the Architect's approval to proceed with cutting and patching as described in the procedural proposal for cutting and patching.

1. Structural steel.
2. Miscellaneous structural metals, including lintels, equipment supports, stair systems and similar categories of work.

3. Structural concrete.
4. Foundation construction.
5. Timber and primary wood framing.
6. Bearing and retaining walls.
7. Structural decking.
8. Exterior wall construction.
9. Piping, ductwork, vessels and equipment.

C. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.

D. Before cutting and patching and repair the following elements of work, and similar work elements where directed, obtain the Architect's approval to proceed with cutting and patching as proposed in the proposal for cutting and patching and repair.

1. Primary operational systems and equipment.
2. Water/moisture/vapor/air/smoke barriers, membranes and flashings.
3. Noise and vibration control elements and systems.
4. Control, communication, conveying, and electrical wiring systems.

E. Visual Requirements: Do not cut and patch and repair areas or work exposed on the building's exterior or in its occupied spaces, in a manner that would, in the Architect's opinion, result in lessening the building's aesthetic qualities. Do not perform work without patching and repairing existing conditions in a manner that would result in substantial visual evidence of work. Remove and replace work judged by the Architect to be cut and patched in a visually unsatisfactory manner.

1.4 SUBMITTALS

A. Procedural Proposal: Where prior approval of cutting and patching and repair is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable, in the submittal:

1. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to existing work, including structural, operational, and visual changes as well as other significant elements.
2. List products to be used and firms that will perform work.
3. Give dates when work is expected to be performed.
4. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be out-of-service temporarily. Indicate how long utility service will be disrupted.
5. Where cutting and patching and repair of structural work involves the addition of reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with original structure to satisfy requirements.
6. Approval by the Architect to proceed with cutting and patching and repair work does

not waive the Architect's right to later require complete removal and replacement of work found to be cut and patched and repaired in an unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 INSPECTION

A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

B. Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.

3.2 PREPARATION

A. Temporary Support: To prevent failure provide temporary support of work to be cut.

B. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.

1. Avoid interference with use of adjoining areas or interruptions of free passage to adjoining areas.

C. Take precautions not to cut existing pipe, conduit, or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

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

B. Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original

installer; comply with original installer's recommendations.

1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborumdum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.

2. By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-pass and cutting, cap, valve or plug and seal tight remaining used portion of pipe and conduit to prevent entrance of moisture or other foreign matter. Remove all abandoned wire, conduit and piping back to origin.

C. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

1. Where feasible, inspect and test patched areas to demonstrate integrity of work.

D. Restore exposed finishes of patched areas and all areas of new work and where necessary extend finished restoration into retained adjoining work in a manner which will eliminate evidence of new work, patching and refinishing.

E. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall and ceiling surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings and replace with new materials.

1. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.

F. Patch and repair existing ceilings as necessary to provide an even plan surface of uniform appearance.

3.4 CLEANING

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

END OF SECTION 017329

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Items indicated to be removed and salvaged remain Owner's property. Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.

B. Comply with EPA regulations and hauling and disposal regulations of authorities having jurisdiction. Comply with ANSI A10.6 and NFPA 241.

C. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces. Submit before Work begins.

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

E. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMOLITION

A. Requirements for Building Reuse:

1. Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
2. Maintain existing interior nonstructural elements (interior walls, doors, floor coverings, and ceiling systems) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.

B. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.

C. Locate, identify, shut off, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

D. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

E. 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.

F. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.

G. Protect walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.

H. 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.

I. Promptly remove demolition waste materials from Project site and legally dispose of them. Do not burn demolished materials.

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

END OF SECTION 024119

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Shop Drawings showing details of fabrication and installation.

PART 2 - PRODUCTS

2.1 METALS

A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

B. Stainless-Steel Sheet, Strip, Plate, and Flat Bars: ASTM A 240/A 240M or ASTM A 666, Type 304.

C. Stainless-Steel Bars and Shapes: ASTM A 276, Type 304.

D. Rolled Steel Floor Plate: ASTM A 786/A 786M.

E. Steel Tubing: ASTM A 500.

F. Steel Pipe: ASTM A 53, standard weight (Schedule 40), black finish.

G. Slotted Channel Framing: Cold-formed steel channels, 1-5/8 by 1-5/8 inches by [0.0528 inch (1.35 mm)] [0.0677 inch] [0.0966 inch] thick, complying with MFMA-4.

H. Cast Iron: ASTM A 48/A 48M or ASTM A 47/A 47M.

I. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), Alloy 6063-T6.

J. Aluminum-Alloy Rolled Tread Plate: ASTM B 632/B 632M, Alloy 6061-T6.

K. Aluminum Castings: ASTM B 26/B 26M, Alloy 443.0-F.

2.2 GROUT

A. Nonshrink, Nonmetallic Grout: ASTM C 1107; recommended by manufacturer for exterior applications.

2.3 FABRICATION

A. General: Shear and punch metals cleanly and accurately. Remove burrs and ease exposed edges. Form bent-metal corners to smallest radius possible without impairing work.

B. Welding: Weld corners and seams continuously. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals. At exposed connections, finish welds and surfaces smooth with contour of welded surface matching those adjacent.

C. Fabricate loose lintels from steel angles and shapes. Size to provide bearing length at each side of openings equal to one-twelfth of clear span, but not less than 8 inches (200 mm).

2.4 STEEL AND IRON FINISHES

A. Hot-dip galvanize steel fabrications at exterior locations.

B. Prepare uncoated ferrous metal surfaces to comply with SSPC-SP 3, "Power Tool Cleaning," and paint with a fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Perform cutting, drilling, and fitting required for installing miscellaneous metal fabrications. Set metal fabrication accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack.

B. Fit exposed connections accurately together to form hairline joints.

C. Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals with a heavy coat of bituminous paint.

END OF SECTION 055000

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data and color Samples.

B. Environmental Limitations: Do not proceed with installation of joint sealants when ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (4.4 deg C).

PART 2 - PRODUCTS

2.1 JOINT SEALANTS

A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions.

B. Sealant for Use in Building Expansion Joints:

1. Single-component, neutral-curing silicone sealant, ASTM C 920, Type S; Grade NS; Class 100/50; for Use NT.

C. Sealant for General Exterior Use Where Another Type Is Not Specified:

1. Single-component, nonsag urethane sealant, ASTM C 920, Type S; Grade NS; Class 25; and for Use NT.

D. Sealant for Use in Interior Joints in Ceramic Tile and Other Hard Surfaces in Kitchens and Toilet Rooms and Around Plumbing Fixtures:

1. Single-component, mildew-resistant silicone sealant, ASTM C 920, Type S; Grade NS; Class 25; for Use NT; formulated with fungicide.

E. Sealant for Interior Use at Perimeters of Door and Window Frames:

1. Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

2.2 MISCELLANEOUS MATERIALS

A. Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

D. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with ASTM C 1193.

B. Install sealant backings to support sealants during application and to produce cross-sectional shapes and depths of installed sealants that allow optimum sealant movement capability.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

END OF SECTION 079200

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data and Shop Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cold-Rolled Steel Sheets: ASTM A 1008/A 1008M, suitable for exposed applications.

B. Hot-Rolled Steel Sheets: ASTM A 1011/A 1011M, free of scale, pitting, or surface defects.

C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, G60 (Z180) or A60 (ZF180).

D. Frame Anchors: ASTM A 591/A 591M, 40Z (12G) coating designation; mill phosphatized.

1. For anchors built into exterior walls, sheet steel complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.

E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

2.2 HOLLOW METAL DOORS AND FRAMES

A. Fire-Rated Doors and Frames: Labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, based on testing at as close to neutral pressure as possible according to NFPA 252.

1. At vertical exit enclosures and exit passageways, provide doors that that have a temperature rise rating of 450 deg F (250 deg C).

B. Doors: Complying with ANSI 250.8 for level and model and ANSI A250.4 for physical-endurance level indicated, 1-3/4 inches thick unless otherwise indicated.

1. Exterior Doors: Level 3 and Physical Performance Level A (Extra Heavy Duty), Model 1 (Full Flush), metallic-coated steel sheet faces.

a. Thermal-Rated (Insulated) Doors: Where indicated, provide doors with thermal-resistance value (R-value) of not less than 6.0 deg F x h x sq. ft./Btu when tested according to ASTM C 1363.

2. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcement plates from same material as door face sheets.

C. Frames: ANSI A250.8; conceal fastenings unless otherwise indicated.

1. Steel Sheet Thickness for Exterior Frames: 14 ga.
2. Fabricate interior frames with mitered or coped and continuously welded corners.
3. Fabricate exterior frames from metallic-coated steel sheet, with mitered or coped and continuously welded corners.
4. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcement plates from same material as frames.
5. Frame Anchors: Not less than 0.042 inch thick.

D. Grout Guards: Provide where mortar might obstruct hardware operation.

E. Prepare doors and frames to receive mortised and concealed hardware according to ANSI A250.6 and ANSI A115 Series standards.

F. Reinforce doors and frames to receive surface-applied hardware.

G. Prime Finish: Manufacturer's standard, factory-applied coat of lead- and chromate-free primer complying with ANSI/SDI A250.10 acceptance criteria.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install hollow metal frames to comply with ANSI/SDI A250.11.

1. Fire-Rated Frames: Install according to NFPA 80.

B. Install doors to provide clearances between doors and frames as indicated in ANSI/SDI A250.11.

C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying rust-inhibitive primer. Use galvanizing repair paint for metallic coated surfaces.

END OF SECTION 081113

SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data, Shop Drawings, and color Samples.

1. For entrance doors, include hardware schedule.

PART 2 - PRODUCTS

2.1 ALUMINUM-FRAMED STOREFRONTS

A. Products:

1. Kawneer 1600UT System 2-7 1/2".
2. Tubelite 400TU System-7 1/2" (with SSG)
3. YKK-AP YCW 750XT SSG

B. Accessible Entrances: Comply with ICC/ANSI A117.1.

C. Performance Requirements:

1. Limit deflection of framing members normal to wall plane to 1/175 of clear span for spans up to 13 feet 6 inches or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.
2. Limit deflection of framing members parallel to glazing plane to L/360 of clear span or 1/8 inch, whichever is smaller.
3. Structural Testing: Systems tested according to ASTM E 330 at 150 percent of inward and outward wind-load design pressures do not evidence material failures, structural distress, deflection failures, or permanent deformation of main framing members exceeding 0.2 percent of clear span.
4. Air Infiltration: Limited to 0.06 cfm/sq. ft. (0.03 L/s per sq. m) of system surface area when tested according to ASTM E 283 at a static-air-pressure difference of 6.24 lbf/sq. ft. (300 Pa).
5. Water Penetration: Systems do not evidence water leakage when tested according to ASTM E 331 at minimum differential pressure of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft. (300 Pa).
6. Thermal Conductance: Average U-factor of not more than 0.57 Btu/sq. ft. x h x deg F (3.23 W/sq. m x K) when tested according to AAMA 1503.
7. Comply with ASTM E1996 standards for impact resistant openings.

D. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated; ASTM B 209 (ASTM B 209M) sheet; ASTM B 221 (ASTM B 221M) extrusions.

E. Glazing: As specified in Division 08 Section "Glazing."

F. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.

G. Doors: 1-3/4-inch- thick glazed doors with minimum 0.125-inch- thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods. Provide snap-on extruded-aluminum glazing stops, and preformed gaskets.

1. Door Design: Wide stile; 5-inch nominal width.
2. Accessible Doors: Smooth surfaced for width of door in area within 10 inches above floor or ground plane.
3. Interior Doors: Provide ANSI/BHMA A156.16 silencers, three on strike jamb of single-door frames and two on head of double-door frames.
4. Exterior Doors: Provide compression weather stripping at fixed stops. At other locations, provide sliding weather stripping retained in adjustable strip mortised into door edge.
5. Hardware: As noted on drawings.

H. Fasteners and Accessories: Compatible with adjacent materials, corrosion resistant, nonstaining, and nonbleeding. Use concealed fasteners except for application of door hardware.

I. Fabrication: Fabricate framing in profiles indicated for flush glazing (without projecting stops). Provide subframes and reinforcing of types indicated or, if not indicated, as required for a complete system. Factory assemble components to greatest extent possible. Disassemble components only as necessary for shipment and installation.

1. Door Framing: Reinforce to support imposed loads. Factory assemble door and frame units and factory install hardware to greatest extent possible. Reinforce door and frame units for hardware indicated. Cut, drill, and tap for factory-installed hardware before finishing components.

J. Aluminum Finish: Class I, color anodic finish; AA-M12C22A32/A34; complying with AAMA 611.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Isolate metal surfaces in contact with incompatible materials, including wood, by painting contact surfaces with bituminous coating or primer, or by applying sealant or tape recommended by manufacturer.

B. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.

C. Set continuous sill members and flashing in full sealant bed as specified in Division 07 Section "Joint Sealants" to produce weathertight installation.

D. Install framing components true in alignment with established lines and grades to the following tolerances:

1. Variation from Plane: Limit to 1/8 inch in 12 feet; 1/4 inch over total length.
2. Alignment: For surfaces abutting in line, limit offset to 1/16 inch. For surfaces meeting at corners, limit offset to 1/32 inch.
3. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch.

E. Install doors without warp or rack. Adjust doors and hardware to provide tight fit at contact points and smooth operation.

END OF SECTION 084113

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Hardware schedule.

B. Deliver keys to Owner.

C. Fire-Resistance-Rated Assemblies: Provide products that comply with NFPA 80 and are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for applications indicated. On exit devices provide label indicating "Fire Exit Hardware."

PART 2 - PRODUCTS

2.1 HARDWARE

A. Hinges:

1. Stainless-steel hinges with stainless-steel pins for exterior.
2. Nonremovable hinge pins for exterior and public interior exposure.
3. Ball-bearing hinges for doors with closers and entry doors.
4. 3 hinges for 1-3/4-inch- thick doors 90 inches or less in height; 4 hinges for doors more than 90 inches in height.

B. Locksets and Latchsets:

1. BHMA A156.2, Series 4000, Grade 1 for bored locks and latches.
2. BHMA A156.3, Grade 1 for exit devices.
3. BHMA A156.5, Grade 1 for auxiliary locks.
4. BHMA A156.12, Series 5000, Grade 1 for interconnected locks and latches.
5. BHMA A156.13, Series 1000, Grade 1 for mortise locks and latches.
6. Lever handles on locksets and latchsets.
7. Provide trim on exit devices matching locksets.

C. Key locks to Owner's existing master-key system.

1. Cylinders with seven-pin tumblers and removable cores.
2. Provide cylinders for storefront doors, and other locking doors.

D. Closers:

1. Mount closers on interior side (room side) of door opening. Provide regular-arm, parallel-arm, or top-jamb-mounted closers as necessary.
2. Adjustable delayed opening (accessible to people with disabilities) feature on closers.

E. Provide floor stops for all interior doors.

F. Provide hardware finishes as follows:

1. Hinges: Matching finish of lockset/latchset.
2. Locksets, Latchsets, and Exit Devices: Oil-rubbed, oxidized bronze or satin chrome plated as selected by Architect.
3. Closers: Matching finish of lockset/latchset.
4. Other Hardware: Matching finish of lockset/latchset.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Mount hardware in locations recommended by the Door and Hardware Institute unless otherwise indicated.

3.2 HARDWARE SCHEDULE

A. Hardware Set as per drawings:

END OF SECTION 087100

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data.

B. Safety Glass: Category II materials complying with testing requirements in 16 CFR 1201.

C. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated.

1. GANA Publications: GANA's "Laminated Glazing Reference Manual" and GANA's "Glazing Manual."
2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."

D. Safety Glazing Labeling: Where safety glazing labeling is indicated, permanently mark glazing with certification label of the SGCC. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

E. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.

PART 2 - PRODUCTS

2.1 GLASS PRODUCTS

A. Tempered Glass: ASTM C 1048, Kind FT (fully tempered), Type I, Quality-Q3.

B. Laminated Glass: ASTM C 1172, and complying with testing requirements in 16 CFR 1201 for Category II materials.

C. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190.

2.2 LAMINATED-GLASS TYPES

A. Glass Type : Tinted laminated glass with two plies of fully tempered float glass with outer ply Class 2 (tinted) and inner ply Class 1 (clear) and comply with ASTM E1996.

1. Thickness of Each Glass Ply: ¼” with 0.10 PVB inner layer.
2. Tint Color: As selected by Architect.

3. Solar Heat Gain Coefficient: 0.25 maximum.
4. Provide safety glazing labeling.

2.3 INSULATING-GLASS TYPES

A. Glass Type : Low-E coated, laminated, tinted insulating glass and comply with ASTM E1996.

1. Overall Unit Thickness: 1 5/8".
2. Thickness of Each Glass Lite: ¼".
3. Outdoor Lite: Tinted fully tempered float glass.
4. Tint Color: As selected by Architect.
5. Interspace Content: Air.
6. Indoor Lite: Clear fully tempered float glass (2 layers with 0.10 PVB inner layer.
7. Winter Nighttime U-Factor: 0.40 maximum.
8. Summer Daytime U-Factor: 0.40 maximum.
9. Solar Heat Gain Coefficient: 0.25 maximum.
10. Provide safety glazing labeling.
11. Provide safety glazing labeling.

2.4 GLAZING SEALANTS

A. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 25, Use NT.

B. Glazing Sealants for Fire-Rated Glazing Products: Products that are approved by testing agencies that listed and labeled fire-resistant glazing products with which they are used for applications and fire-protection ratings indicated.

1. Product: Kawneer SSG 4 sides
2. Other approved product as submitted and approved per Instructions to Bidders 4.3.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with combined recommendations of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are contained in GANA's "Glazing Manual."

B. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

C. Remove nonpermanent labels, and clean surfaces immediately after installation.

END OF SECTION 088000

SECTION 092400 - PORTLAND CEMENT PLASTERING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data and finish Samples.

PART 2 - PRODUCTS

2.1 LATH

A. Expanded-Metal Diamond Mesh Lath: ASTM C 847, galvanized, flat and self-furring 3.4-lb/sq. yd. weight.

B. Paper Backing: FS UU-B-790, Type I, Grade D, Style 2, vapor-permeable paper.

1. Provide paper-backed lath at exterior locations.

2.2 ACCESSORIES

A. Comply with ASTM C 1063 and coordinate depth of accessories with thicknesses and number of plaster coats required:

1. Zinc-Coated (Galvanized) Accessories:

a. Foundation Weep Screed: Fabricated from hot-dip galvanized-steel sheet, ASTM A 653/A 653M, G60 (Z180) zinc coating.
b. Cornerite: Fabricated from metal lath with ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized zinc coating.
c. External-Corner Reinforcement: Fabricated from metal lath with ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized zinc coating.
d. Cornerbeads: Small-nose style, fabricated from zinc-coated (galvanized) steel.
e. Casing Beads: fabricated from zinc-coated (galvanized) steel; with expanded flanges.
f. Control Joints: Fabricated from zinc-coated (galvanized) steel; one-piece-type, M-shaped configuration; with perforated flanges.

B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch long, free of contaminants, manufactured for use in portland cement plaster.

C. Bonding Compound: ASTM C 932.

D. Fasteners for Attaching Metal Lath to Substrates: Complying with ASTM C 1063.

2.3 PORTLAND CEMENT PLASTER

A. Portland Cement: ASTM C 150, Type I.

1. Color for Finish Coats: White.

B. Masonry Cement: ASTM C 91, Type N.

1. Color for Finish Coats: White.

C. Plastic Cement: ASTM C 1328.

D. Lime: ASTM C 206, Type S; ASTM C 207, Type S.

E. Sand Aggregate: ASTM C 897.

1. Color for Job-Mixed Finish Coats: White. Paint edge to edge (corner to corner) of patched areas to match existing building.

F. Ready-Mixed, Finish-Coat Plaster: Mill-mixed portland cement, aggregates, coloring agents, and proprietary ingredients.

2.4 PLASTER MIXES

A. Base-Coat Mix: Portland cement and lime; comply with ASTM C 926.

B. Job-Mixed Finish Coat: Portland cement and lime; comply with ASTM C 926.

C. Factory-Prepared Finish-Coat Mixes: For ready-mixed finish-coat plasters; comply with manufacturer's written instructions.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Use portland cement plaster at all exterior walls to repair/replace damaged plaster where noted on dwgs.

B. Install metal lath and accessories according to ASTM C 1063.

1. Partition Framing and Vertical Furring: Install flat diamond-mesh lath.
2. Flat-Ceiling and Horizontal Framing: Install flat diamond-mesh lath.
3. On Solid Surfaces, Not Otherwise Furred: Install self-furring, diamond-mesh lath.
4. Install lath-type, external-corner reinforcement at exterior locations.

C. Apply bonding compound on plaster bases.

D. Apply, and cure plaster materials and finishes to comply with ASTM C 926. Apply two coats. Apply float finish.

END OF SECTION 092400

SECTION 122413 - ROLLER WINDOW SHADES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Manually-operated interior roller shades.

1.2 RELATED SECTIONS

A. Section 07 92 00 "Joint Sealants" for sealing the perimeters of channels for light-blocking shades.

1.3 REFERENCES

A. National Fire Protection Association (NFPA):

1. NFPA 70 National Electrical Code
2. NFPA 701 Standard Methods of Fire Tests for Flame Propagation of Textiles and Films

B. Window Covering Manufacturers Association: www.access-board.gov:

1. WCMA A 100.1 Safety of Corded Window Covering Products (ANSI)

C. Lead Free: RoHS/Directive 2002/95/ED, US Consumer Product Safety Commission Section 101 and REACH (EC 1907/2006)

1.4 ADMINISTRATIVE REQUIREMENTS

A. Pre-installation Conference: Conduct conference at Project site. Include representatives of Contractor, Owner, Architect, roller shade Installer, and others affecting or affected by the Work. Review the following:

1. Requirements of Contract Documents.
2. Requirements of shop drawings.
3. Delivery, storage, and handling.

Coordination:

1. Coordinate installation of roller shades with installation of curtain wall construction.
2. Coordinate installation of anchors and blocking indicated on roller shade shop drawings.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of (roller shades) product indicated. Include styles, material descriptions, construction details, dimensions of individual components and profiles, features, finishes, and operating instructions.

B. Shop Drawings: For roller shades.

1. Provide plans, elevations, sections, product details, installation details, operational clearances, and relationship to adjacent work.
2. Locations and requirements for recesses and attachments to other work, including general construction, anchorage methods and locations, and service connections and locations.

C. Samples for Verification: For each type of roller shade.

1. Shade Material: Not less than 8”x10” sample.
2. Roller Shade: Full-size operating unit, not less than 16 inches wide by 36 inches long for each type of roller shade indicated.
3. Installation Accessories: Full-size unit, not less than 10 inches long.

D. Window Treatment Schedule: Install roller shades at all new curtain wall window systems.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified roller shade fabricator and Installer.

B. Product Certificates: For each type of shade material.

C. Product Test Reports: For each type of shade material, certifying compliance with requirements.

D. Low-Emitting Product Certificate: For roller window shade fabric products specified to meet volatile organic emissions standards, submit GREENGUARD certification or comparable certification acceptable to Architect.

E. Lead-Free Certification: For roller window shade fabric products specified to meet lead free standards, submit RoHS certification or comparable certification acceptable to Architect.

1.7 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For roller shades, to include in maintenance manuals.

1. Methods for maintaining roller shades and finishes.

2. Precautions about cleaning materials and methods that could be detrimental to fabrics, finishes, and performance.

1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: Obtain roller shades through one source from a single manufacturer with a minimum of 20 years' experience in manufacturing products comparable to those specified in this section.

B. Installer Qualifications: Experienced Installer, trained and certified by manufacturer, who has completed at least five installations similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance.

C. Fire-Test response characteristics: Passes NFPA 701-99 small and large-scale vertical burn. Materials tested shall be identical to products proposed for use.

D. Anti-Microbial Characteristics: "No Growth" per ASTM G 21, G 22, G 2180, results for fungi ATCC 9642, ATCC 9644, ATCC 9645, RITB 2101.

E. Mockups: Provide a mock-up of one roller shade assembly specified for evaluation of mounting, appearance and accessories.

1. Locate mock-up in window designated by Architect.

2. Do not proceed with remaining work until mock-up is accepted by architect.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver window shades until building is enclosed and construction within spaces which require shades is substantially complete.

B. Deliver products in manufacturer's unopened, original, undamaged containers with all labels intact.

C. All containers and shades to be labeled.

D. All products to be stored in manufacturer's unopened packaging until site is ready for installation.

1.10 PROJECT CONDITIONS

A. Environmental Limitations: Install roller shades after finish work, including painting, is complete and ambient temperature and humidity conditions are maintained at levels indicated for Project when occupied for its intended use.

1.11 WARRANTY

A. Roller Shade Non-Electric Hardware: Manufacturer's standard non-depreciating twenty-five
(25) year limited warranty. Chain to have manufacturer's standard, non-depreciating one (1) year limited warranty.

B. Roller Shade Installation: One (1) year from date of Substantial Completion, not including scaffolding, lifts or other means to reach inaccessible areas.

C. Roller Shade Fabric: Manufacturer's non-depreciating ten-year limited warranty on fabrics installed on the interior. See Fabric Specification for specific fabric warranty.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Roll-A-Shade, Inc.; 12101 Madera Way, Riverside, California 92503

B. Mecho Shade System 17, 42-03 35th Street, Long Island, NY 11101

C. Hunter Douglas, 9900 Gidley Street, El Monte, CA 91731

2.2 ROLLER SHADE TYPES

A. Manual operating interior, chain driven, roller shades in all windows of rooms and spaces indicated on the Drawings.

2.3 ROLLER SHADE COMPONENTS

A. Rollers: Extruded aluminum or corrosion-resistant aluminum tubes sized to accommodate roller operating mechanisms and specified Shades without deflection. Equip with permanently-lubricated drive-end and idle-end assemblies configured to allow removal of Shades for servicing.

1. Direction of Shade Roll: Regular, from exterior face of roller.

2. Shade-to-Roller Attachment: Manufacturer's standard method.

B. Chain-and-Clutch Operating Mechanism: Continuous-loop bead chain and clutch that stops shade movement when bead chain is released; with upper and lower limit stops; permanently adjusted and lubricated.

1. Bead Chains: #10 qualified stainless-steel chain rated to 90 lbs. (41 kg) minimum breaking strength. Nickel plated chain shall not be accepted.

a. Loop Length: Full length of roller shade.

b. Chain-Tensioner Type: Chain tensioner, jamb mounted.

1) Color: As selected by Architect from manufacturer's full range.

C. Mounting Hardware: Manufacturer's standard brackets or endcaps, corrosion resistant and compatible with roller assembly, operating mechanism, installation accessories, and mounting location and conditions.

1. Bracket to be a minimum one sixteenth (1/16) in. stamped steel, or heavier as required.

2. Color: As selected by Architect from manufacturer's full range.

D. Shade Bottom:

1. Hem Bar: Extruded aluminum. Hem bar to be sealed on both ends using impulse welder.

1. Front Fascia: Aluminum extrusion that conceals front and underside of roller and operating mechanism and attaches to roller endcaps without exposed fasteners.

a. Shape: L-Shaped

b. Height: Fabricator's standard height required to conceal roller and Shade assembly when shade is rolled up, but not less than 3 inches.

c. Color: As selected by Architect from manufacturer's full range.

2. Endcap Covers: To cover exposed endcaps.

a. Color: As selected by Architect from manufacturer's full range.

3. Installation Accessories Color and Finish: As selected from manufacturer's full range.

2.4 ROLLER WINDOW SHADE FABRIC

A. Light Filtering Fabrics

1. Fabric used to match existing roller shade fabric at the facility. Contractor shall verify prior to submitting bid.

2.5 ROLLER WINDOW SHADE UNIT FABRICATION

A. Roller Window Shade Unit Sizes: Fabricate units in sizes required to fill openings in configuration indicated to cover two windows per roller shade where possible.

1. Outside of Jamb Installation: Width and length as indicated, with terminations between shades of end-to-end installations at centerlines of defined vertical separations between openings.

B. Shade Fabrication: Fabricate Shades without battens or seams to extent possible, except for the following conditions:

1. Railroaded Materials: Railroad material where material roll width is less than the required width of Shade and where indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roller window shade unit substrates with Installer for compliance with approved submittals and other conditions affecting performance of the Work.

B. Proceed with installation once unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Contractor shall clean Surfaces thoroughly prior to installation.

B. Coordinate requirements for blocking and structural supports to ensure adequate means for installation of window shades.

C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install roller window shade units level, plumb, square, and aligned with adjacent units according to fabricator's written instructions.

B. Roller Window Shade Unit Locations: At new exterior curtain wall windows.

C. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding, tracking or malfunction throughout entire operational range.

3.4 CLEANING AND PROTECTION

A. Clean roller window shade unit surfaces, after installation, according to manufacturer's written instructions.

B. Provide final protection and maintain conditions that ensure that roller window shade units are without damage at time of Substantial Completion.

C. Protect installed products until completion of project.

D. Replace damaged roller window shade units that cannot be repaired, before time of Substantial Completion.

3.5 TRAINING

A. Engage a manufacturer-authorized service representative to train Owner’s maintenance personnel to adjust, operate and maintain manual roller shaded systems.

B. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain motor-operated roller window shade units.

END OF SECTION 122413