

March 23, 2023

PROJECT MANUAL  
FOR

**Roof Replacements  
Buildings A, B, C, F  
New Orleans Center for Creative Arts,  
New Orleans, Louisiana**

**State Project No. 19-673-19-02 & 01-107-18-02, F.19002335  
& F.01004409S (supplement)**

**State Site Code: 1-36-081**

**State Bldg. ID: Multiple**

**Building A-State ID #12848**

**Building B-State ID #12849**

**Building C-State ID #12850**

**Building D-State ID #16078**

**Building E&F-State ID #12851**

**MBA Project No. 12038**

**State of Louisiana  
JOHN BEL EDWARDS  
Governor**

**Division of Administration  
JAY DARDENNE  
Commissioner of Administration**

**Office of Facility Planning and Control  
ROGER E. HUSSER  
Director**

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**Mathes Brierre**  
A R C H I T E C T S

A Professional Architectural Corporation  
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## **ADVERTISEMENT FOR BIDS**

Sealed bids will be received for the State of Louisiana by the Division of Administration and shall be directed to the Office of Facility Planning and Control, 1201 North Third Street, Claiborne Office Building, Suite 7-160, Baton Rouge, Louisiana, 70802 or P.O. Box 94095, Baton Rouge, Louisiana, 70804-9095. The deadline for receipt of bids is 2:00 PM on **Thursday, June 08, 2023**, at which time bids will be opened and read aloud in a public meeting in the Claiborne Office Building, Conference Room 1-145.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY FACILITY PLANNING AND CONTROL OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: **Roof Replacements  
Buildings A, B, C, F  
New Orleans Center for Creative Arts  
New Orleans, Louisiana**  
PROJECT NUMBER: **19-673-19-02, F.19002335 &  
01-107-18-02, F.01004409 (Supplement)**

Complete Bidding Documents for this project are available in electronic form. They may be obtained without charge and without deposit from **Mathes Brierre Architects, APC**. 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:

**Mathes Brierre Architects, APC  
201 St. Charles Avenue, Forty-First Floor  
New Orleans, LA 70170-4100  
Telephone: 504-586-9303  
E-mail: Joyce Bergman (jbergman@mathesbrierre.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 PRE-BID CONFERENCE WILL BE HELD  
at 10:30 AM on Tuesday, May 23, 2023 at New Orleans Center for Creative Arts,  
Administration Building Conference Room, Room A106, 2800 Chartres Street, New Orleans, LA 70117.**

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.

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.

Facility Planning and Control 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 the Office of Facility Planning and Control or on its website at <https://www.doa.la.gov/doa/fpc/>.

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
FACILITY PLANNING AND CONTROL  
ROGER E. HUSSER, JR., DIRECTOR

# INSTRUCTIONS TO BIDDERS

## COMPLETION TIME:

The Bidder shall agree to fully complete the contract within 180 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 Seven Hundred Dollars (\$ 700 ) 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.

## POST-BID INFORMATION

After the bid award, the Contractor shall submit cost for 1.) Hurricane Damage Repairs covered by Insurance work and 2.) Hurricane Damage Repairs not covered by Insurance work and 3.) all other non-hurricane related work not included in the aforementioned items 1 and 2. as described in 1.03 General Work Description, paragraph B. in Section 010100-Summary of Work and as indicated on the drawings, Additionally, these three items of work shall be identified separately on separate Schedule of Values and also in separate monthly Applications for Payment. See Article 7 herein for other post bid information required.

## ARTICLE 1

### DEFINITIONS

#### 1.1 The Bid Documents include the following:

Advertisement for Bids  
Instructions to Bidders  
Bid Form  
Bid Bond  
General Conditions of the Contract for Construction,  
AIA Document A201, 2017 Edition  
Supplementary Conditions  
Contract Between Owner and Contractor and Performance and Payment Bond  
Affidavit  
User Agency Documents (if applicable)  
Change Order Form  
Partial Occupancy Form  
Recommendation of Acceptance  
Asbestos Abatement (if applicable)  
Other Documents (if applicable)  
Specifications & Drawings  
Addenda issued during the bid period and acknowledged in the Bid Form

#### 1.2 All definitions set forth in the General Conditions of the Contract for Construction,

AIADocumentA201andtheSupplementary Conditions are applicable to the Bid Documents.

1.3 Addenda are written and/or graphic instruments issued by the Architect 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 Prime Designer 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 Architect shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the User Agency 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. Contractors 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 Contractor 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 Bid Documents may be obtained from the Architect for a deposit as stated in the Advertisement for Bids. The deposit will be refunded as stated in the Advertisement for Bids. No deposits will be refunded on Bid Documents returned later than ten days after receipt of bids.

4.1.1.2 As an alternative method of distribution, the Designer may provide the Bid Documents in electronic format. They may be obtained without

charge and without deposit as stated in the Advertisement for Bids.

4.1.1.2.1 If electronic distribution is available, 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.

4.1.1.2.2 If electronic distribution is available, the reproduction cost on the first paper plan set acquired by bona fide prime bidders will be fully refunded by the Designer upon delivery of the documents to the Designer in good condition no later than ten days after receipt of bids.

4.1.1.2.3 If electronic distribution is available, all other plan holders are responsible for their own reproduction costs.

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

4.1.3 The Owner or Architect in making copies of 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 Architect 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 Architect, to reach him at least seven days prior to the date for receipt of bids.

4.2.3 Any interpretation, correction or change of the Bid Documents will be made by addendum. Interpretations, corrections or changes of 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. No substitutions shall be allowed after bids are received.

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) 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 substitute 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 substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal 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 Architect 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 Architect to have 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 Except as described herein, 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. Facility Planning 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 Architect 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 Architect.

## **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 Architect 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 Contractor 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 Facility Planning and Control 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, Office of Facility Planning and Control, 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 Facility Planning and Control 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 Contractor shall guarantee that the Contractor 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 Facility Planning and Control Department 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, or express delivery, 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:

Facility Planning and Control,  
P. O. Box 94095

Baton Rouge, Louisiana, 70804-9095.

Bids sent by express delivery shall be delivered to:  
Facility Planning and Control  
Suite 7-160  
Claiborne Office Building  
1201 North Third Street  
Baton Rouge, Louisiana 70802

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.

### 5.4 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 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.

#### **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 Architect.

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 (attached). 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 Architect 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 Facility Planning and Control 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)], 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 Facility Planning and Control within 10 days after the opening of bids.

## **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, Office of Facility Planning and Control.

#### **8.2 Time of Delivery and Form of Bond**

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

## **ARTICLE 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 Facility Planning and Control, an example of which is bound in the Bid Documents.

#### **9.2 Award**

9.2.1 After award of the Contract, the successful Bidder, if a corporation, shall furnish to the Owner the most current copy of a Disclosure of Ownership Affidavit on file with the Secretary of State.

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.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** Facility Planning and Control  
State of Louisiana  
Post Office Box 94095  
(1201 North Third Street, Suite 7-160)  
  
Baton Rouge, Louisiana 70804-9095

**BID FOR:** Roof Replacement, Buildings A, B, C, F  
New Orleans Center for Creative Arts  
New Orleans, Louisiana  
State Project No. 19-673-19-02 & 01-107-18-02,  
F.19002335& F.01004409S (supplement)  
State Site Code: 01-36-081

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: Mathes Brierre Architects and dated: March 23, 2023

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** Provide the new canopy complete at C5 for the added lump sum of; See Section 010300-Alternates  
:

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

**Alternate No. 2** Not Applicable

Not Applicable \_\_\_\_\_ Dollars (\$ Not Applicable \_\_\_\_\_)

**Alternate No. 3** Not Applicable

Not Applicable \_\_\_\_\_ Dollars (\$ Not Applicable \_\_\_\_\_)

**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:** Facility Planning and Control  
 State of Louisiana  
 Post Office Box 94095  
 (1201 North Third Street, Suite 7-160)  
 Baton Rouge, Louisiana 70804-9095  
*(Owner to provide name and address of owner)*

**BID FOR:** Roof Replacements, Buildings A, B, C, F  
 New Orleans Center for Creative Arts  
 New Orleans, Louisiana  
 State Project No. 19-673-19-02 & 01-107-18-02, F.19002335&  
 F.01004409 (supplement)  
 State Site Code: 01-36-081  
*(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:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>Roof sheathing; quantities based on Buildings A &amp; B. See Section 010260-Unit Prices.</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
1	2,802	Sq.ft.		

  

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>Luxury vinyl tile;. See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
2	4,359	Sq.ft.		

  

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>2 x 2 acoustic ceiling panels. See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
3	257	Sq. ft.		

  

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>12 x 12 acoustic ceiling tile and 2 layers of gypsum board., quantities based on Buildings D. See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
4	635	Sq. ft.		

  

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>5/8" gypsum board, prep. and painted. See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
5	3,727	Sq. ft.		

  

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>Prep. and painted drywall surfaces. See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
6	4,599	Sq. ft		

  

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>Rubber base; See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
7	2,592	Lin .ft.		

**TO:** Facility Planning and Control  
State of Louisiana  
Post Office Box 94095  
(1201 North Third Street, Suite 7-160)  
Baton Rouge, Louisiana 70804-9095  
*(Owner to provide name and address of owner)*

**BID FOR:** Roof Replacements, Buildings A, B, C, F  
New Orleans Center for Creative Arts  
New Orleans, Louisiana  
State Project No. 19-673-19-02 & 01-107-18-02, F.19002335&  
F.01004409 (supplement)  
State Site Code: 01-36-081  
*(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:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>“Slate look” roof shingles; quantities based on Buildings A and B. See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
8	19,158	sq.ft.		
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>Roof shingles; quantities based on Building D. See Section 010260-Unit Prices.</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
9	5.890	sq.ft.		
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>One coat paint on existing gypsum board. See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
10	4,992	sq.ft.		
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# ____ <b>Roof ridge vents at shingle roofs; quantities based on Buildings A &amp; B. See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
11	334	Lin .ft..		
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>Metal gutters and drip edge gutter apron; quantities based on Buildings E and F. See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
12	605	Lin .ft		
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>Metal ridge cap; quantities based on Building F. See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
13	40	. Lin .ft		
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>two coats paint on existing drywall. See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
14	11,712	Sq. .ft		
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>Lightning protection air terminal; quantities based on Section 264113. See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
15	106	Each		

**TO:** Facility Planning and Control  
State of Louisiana  
Post Office Box 94095  
(1201 North Third Street, Suite 7-160)  
Baton Rouge, Louisiana 70804-9095  
*(Owner to provide name and address of owner)*

**BID FOR:** Roof Replacements, Buildings A, B, C, F  
New Orleans Center for Creative Arts  
New Orleans, Louisiana  
State Project No. 19-673-19-02 & 01-107-18-02, F.19002335&  
F.01004409 (supplement)  
State Site Code: 01-36-081  
*(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:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <b>Vinyl composition tile;. See Section 010260-Unit Prices</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
16	3,558	Sq.ft.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A			

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A			

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A			

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A			

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A			

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A			



**BID BOND**  
**FOR**  
**FACILITY PLANNING AND CONTROL PROJECTS**

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

KNOW ALL MEN BY THESE PRESENTS:

Thatof, as Principal, and, as Surety, are held and firmly bound unto the State of Louisiana, Division of Administration, Office of Facility Planning and Control (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

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

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

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

PRINCIPAL (BIDDER)

SURETY

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER      AGENT OR ATTORNEY-IN-FACT(SEAL)

July 2021

## FOR INFORMATION ONLY

This document will be prepared by Facility Planning & Control 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 \_\_\_\_\_, 2023,  
by «Contractor» hereinafter called the "Contractor", whose business address is «Contractor Address»,  
«Contractor City», «Contractor State»«Contractor Zip», and the State of Louisiana Division of Administration,  
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, 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.

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:**

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION**

\_\_\_\_\_  
FP&C Witness #1 Sign Here

BY: \_\_\_\_\_  
**JASON D. SOOTER**  
**FP&C DIRECTOR**

\_\_\_\_\_  
FP&C 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 \_\_\_\_\_, 2023.

---

NOTARY

# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

Roof Replacements  
Buildings A, B, C, F  
New Orleans Center for Creative Arts  
New Orleans, Louisiana  
Project No.: 19-673-19-02, F.19002335  
State ID: Multiple Site Code: 1-36-081

### THE OWNER:

(Name, legal status and address)

State of Louisiana  
Division of Administration  
Facility Planning and Control  
P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095

### THE ARCHITECT:

(Name, legal status and address)

Mathes Brierre Architects  
201 St. Charles Avenue, Suite 4100  
New Orleans, Louisiana 70170-4100  
MBA Project No. 12038

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### 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.

Init.

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User Notes:

(2054566994)

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

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

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

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

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

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

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

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

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



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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

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

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

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.4 Labor and Materials**

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

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



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

### § 3.5 Warranty

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

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

### § 3.6 Taxes

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

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

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

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

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

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

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

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

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

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

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

### § 3.11 Documents and Samples at the Site

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

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

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



### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

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

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

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

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

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

### **§ 4.2.4 Communications**

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

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

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

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

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



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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

## § 8.2 Progress and Completion

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

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

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

## § 8.3 Delays and Extensions of Time

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

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

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

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

#### § 9.4 Certificates for Payment

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

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

#### § 9.5 Decisions to Withhold Certification

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

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



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

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

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

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

## § 9.6 Progress Payments

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

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

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

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

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

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

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

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

## § 9.7 Failure of Payment

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

## § 9.8 Substantial Completion

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

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

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

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

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

## § 9.9 Partial Occupancy or Use

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

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

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

#### § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

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

#### § 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

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

#### § 10.3 Hazardous Materials and Substances

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

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



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

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

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

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

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

#### **§ 10.4 Emergencies**

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

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

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

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

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

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

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

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

## **§ 11.2 Owner's Insurance**

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

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

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

## **§ 11.3 Waivers of Subrogation**

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

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

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

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

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

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

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

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

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

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

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

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

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

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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and



approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

### § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

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

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

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

#### **§ 15.1.3 Notice of Claims**

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

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

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

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

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

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

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

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

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

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

### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

### § 15.2 Initial Decision

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

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

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

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

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

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

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



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

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

### § 15.3 Mediation

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

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

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

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

### § 15.4 Arbitration

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

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

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

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

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

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

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

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

## **SUPPLEMENTARY CONDITIONS**

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

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

### **ARTICLE 1**

#### **GENERAL PROVISIONS**

##### **1.1 BASIC DEFINITIONS**

###### **1.1.1. The Contract Documents**

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

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

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

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

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

1.5.1 Delete the first sentence of the paragraph.

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

##### **1.7 DIGITAL DATA USE AND TRANSMISSION**

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

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

Delete Section 1.8.

### **ARTICLE 2**

#### **OWNER**

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

Delete Section 2.2.

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

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

Delete Section 2.3.2 and substitute the following:

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

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

## **ARTICLE 3**

### **CONTRACTOR**

## **3.4 LABOR AND MATERIALS**

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

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

## **3.5 WARRANTY**

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

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

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 documentations 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 Contractor Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per Section 7.2.4.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

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

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

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

Delete Section 7.3.9 and substitute the following:

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

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

Add the following:

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

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

Add to Section 8.2.1 the following:

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

Delete Section 8.2.2.

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

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

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

Delete Section 9.1.2.

Delete Section 9.2 and substitute the following:

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

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

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

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

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

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

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

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



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

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

Delete Section 9.3.2 and substitute the following:

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

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

Section 9.5.1.7: Delete the word "repeated".

Delete Section 9.5.4.

## **9.6 PROGRESS PAYMENTS**

Delete Section 9.6.1 and substitute the following:

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

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

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

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

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

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

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

Delete Section **9.7 FAILURE OF PAYMENT.**

Delete Section 9.8 and substitute the following:

## **9.8 SUBSTANTIAL COMPLETION**

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

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

## **9.9 PARTIAL OCCUPANCY OR USE**

Delete Section 9.9.1 and substitute the following:

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

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

Delete Section 9.10.4 and replace with the following:

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

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

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

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

9.10.4.4 audits performed by the Owner, after final payment.

## **ARTICLE 10**

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

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

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

#### **10.3 HAZARDOUS MATERIALS**

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

10.3.2 After the first sentence, delete all remaining sentences.

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

Delete Section 10.4 and substitute the following:

#### **10.4 EMERGENCIES**

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

## **ARTICLE 11**

### **INSURANCE AND BONDS**

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

## INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

### 11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

#### 11.2.1 Worker's Compensation

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

#### 11.2.2 Commercial General Liability

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

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

### COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

<u>Type of Construction</u>	<u>Projects up to \$1,000,000</u>	<u>Projects over \$1,000,000 up to \$10,000,000</u>	<u>Projects over \$10,000,000</u>
<b>New Buildings:</b>			
Each Occurrence Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
<b>Renovations:</b>			
	<b>The building(s) value for the Project is <u>\$29,236,421.00</u></b>		
Each Occurrence Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**

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

### 11.2.3 Automobile Liability

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

### 11.2.4 Excess Umbrella

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

### 11.2.5 Builder's Risk

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

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

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

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

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

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

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

11.2.7 Deductibles and Self-Insured Retentions

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

### **11.3 OTHER INSURANCE PROVISIONS**

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

11.3.1.1 Worker's Compensation and Employers Liability Coverage

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

11.3.1.2 Commercial General Liability Coverage

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

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



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

#### 11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

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

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

#### 11.3.1.4 All Coverages

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

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

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

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

#### 11.3.2 Acceptability of Insurers

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

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

#### 11.3.3 Verification of Coverage

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

State of Louisiana

Name of Owner

Owner Address

City, State, Zip

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

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

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

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

#### 11.3.4 Subcontractors

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

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

#### 11.3.5 Worker's Compensation Indemnity

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

#### 11.3.6 Indemnification/Hold Harmless Agreement

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

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

### 11.4 PERFORMANCE AND PAYMENT BOND

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

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

## **ARTICLE 12**

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

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

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

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

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

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

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

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

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

Delete all after the word “located”.

## **13.2 SUCCESSORS AND ASSIGNS**

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

Delete Section 13.2.2.

## **13.3 RIGHTS AND REMEDIES**

Add the following Section 13.3.3:

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

## **13.4 TESTS AND INSPECTIONS**

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

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

Delete the last two sentences of Section 13.4.1.

## **13.5 INTEREST**

Delete Section 13.5.

# **ARTICLE 14**

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

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

Delete Section 14.1.1.4.

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

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

Add the following Section:

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

14.2.3 Add the following sentence:

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

Add the following Section:

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

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

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

### **ARTICLE 15**

#### **CLAIMS AND DISPUTES**

##### **15.1 CLAIMS**

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

15.1.3.1 Add the following to the end of the paragraph:

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

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

Delete Section 15.1.6.2 and substitute the following:

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

Add the following Section:

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

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

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

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

## **15.2 INITIAL DECISION**

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

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

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

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

Delete the fourth sentence.

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

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

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

Delete Section 15.2.6.

Delete Section 15.2.6.1.

## **15.3 MEDIATION**

Delete Section 15.3.

## **15.4 ARBITRATION**

Delete Section 15.4.



## **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 documentations 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 Contractor Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per Section 7.2.4.2.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

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

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

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

Delete Section 7.3.9 and substitute the following:

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

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

Add the following:

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

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

Add to Section 8.2.1 the following:

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

Delete Section 8.2.2.

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

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

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

Delete Section 9.1.2.

Delete Section 9.2 and substitute the following:

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

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

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

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

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

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

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

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

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

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

Delete Section 9.3.2 and substitute the following:

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

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

Section 9.5.1.7: Delete the word "repeated".

Delete Section 9.5.4.

## **9.6 PROGRESS PAYMENTS**

Delete Section 9.6.1 and substitute the following:

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

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

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

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

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

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

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

Delete Section **9.7 FAILURE OF PAYMENT.**

Delete Section 9.8 and substitute the following:

## **9.8 SUBSTANTIAL COMPLETION**

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

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

## **9.9 PARTIAL OCCUPANCY OR USE**

Delete Section 9.9.1 and substitute the following:

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

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

Delete Section 9.10.4 and replace with the following:

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

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

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

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

9.10.4.4 audits performed by the Owner, after final payment.

## **ARTICLE 10**

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

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

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

#### **10.3 HAZARDOUS MATERIALS**

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

10.3.2 After the first sentence, delete all remaining sentences.

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

Delete Section 10.4 and substitute the following:

#### **10.4 EMERGENCIES**

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

## **ARTICLE 11**

### **INSURANCE AND BONDS**

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



## INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

### 11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

#### 11.2.1 Worker's Compensation

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

#### 11.2.2 Commercial General Liability

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

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

### COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

<u>Type of Construction</u>	<u>Projects up to \$1,000,000</u>	<u>Projects over \$1,000,000 up to \$10,000,000</u>	<u>Projects over \$10,000,000</u>
<b>New Buildings:</b>			
Each Occurrence Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
<b>Renovations:</b>	<b>The building(s) value for the Project is <u>\$29,236,421.00</u></b>		
Each Occurrence Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**

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

### 11.2.3 Automobile Liability

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

### 11.2.4 Excess Umbrella

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

### 11.2.5 Builder's Risk

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

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

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

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

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

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

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

11.2.7 Deductibles and Self-Insured Retentions

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

### **11.3 OTHER INSURANCE PROVISIONS**

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

11.3.1.1 Worker's Compensation and Employers Liability Coverage

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

11.3.1.2 Commercial General Liability Coverage

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

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

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

#### 11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

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

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

#### 11.3.1.4 All Coverages

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

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

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

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

#### 11.3.2 Acceptability of Insurers

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

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

#### 11.3.3 Verification of Coverage

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

State of Louisiana

Name of Owner

Owner Address

City, State, Zip

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

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

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

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

#### 11.3.4 Subcontractors

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

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

#### 11.3.5 Worker's Compensation Indemnity

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

#### 11.3.6 Indemnification/Hold Harmless Agreement

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

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

### 11.4 PERFORMANCE AND PAYMENT BOND

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

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

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

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

## **ARTICLE 12**

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

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

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

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

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

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

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

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

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

Delete all after the word “located”.

## **13.2 SUCCESSORS AND ASSIGNS**

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

Delete Section 13.2.2.

## **13.3 RIGHTS AND REMEDIES**

Add the following Section 13.3.3:

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

## **13.4 TESTS AND INSPECTIONS**

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

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

Delete the last two sentences of Section 13.4.1.

## **13.5 INTEREST**

Delete Section 13.5.

# **ARTICLE 14**

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

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

Delete Section 14.1.1.4.

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

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

Add the following Section:

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

14.2.3 Add the following sentence:



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

Add the following Section:

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

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

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

### **ARTICLE 15**

#### **CLAIMS AND DISPUTES**

##### **15.1 CLAIMS**

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

15.1.3.1 Add the following to the end of the paragraph:

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

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

Delete Section 15.1.6.2 and substitute the following:

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

Add the following Section:

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

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

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

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

## **15.2 INITIAL DECISION**

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

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

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

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

Delete the fourth sentence.

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

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

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

Delete Section 15.2.6.

Delete Section 15.2.6.1.

## **15.3 MEDIATION**

Delete Section 15.3.

## **15.4 ARBITRATION**

Delete Section 15.4.

## ROOFING GUARANTEE R-1

**OWNER:** STATE OF LOUISIANA

**ADDRESS:** OFFICE OF FACILITY PLANNING AND CONTROL  
POST OFFICE BOX 94095 CAPITOL STATION  
BATON ROUGE, LOUISIANA 70804-9095

**WHEREAS** \_\_\_\_\_

Address \_\_\_\_\_

Telephone (\_\_\_\_)\_\_\_\_\_ Email \_\_\_\_\_

herein called the "Roofing Contractor", has performed roofing and flashing in accordance with the Contract Documents for Project / Part No. \_\_\_\_\_, WBS No. \_\_\_\_\_  
(hereinafter called the "Work") under a

Subcontract with \_\_\_\_\_

General Contractor on the Following Project: \_\_\_\_\_

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

User Agency: \_\_\_\_\_

Location/Address: \_\_\_\_\_

Name and Type of Building(s): \_\_\_\_\_

\_\_\_\_\_ Building I.D. \_\_\_\_\_

Type(s) of Roof Deck(s): \_\_\_\_\_

Total Roof Area: \_\_\_\_\_ SF; Flashing, Edge: \_\_\_\_\_ LF; Base: \_\_\_\_\_ LF

Date of Acceptance: \_\_\_\_\_ Guarantee Period: 2 Years

Date of Expiration: \_\_\_\_\_

AND WHEREAS the Roofing Contractor has contracted (as a Subcontractor) to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period;

AND WHEREAS the General Contractor, by its acceptance of the Contract for the above described project, has jointly assumed with the Roofing Contractor the obligations to the Owner of said guarantee against leaks and faulty or defective materials and workmanship;

NOW THEREFORE the Roofing Contractor and the General Contractor jointly and severally guarantee, subject to the terms and conditions herein set forth, that during the Guarantee Period they will at their own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work resulting from water entry or faults or defects of said Work as are necessary to correct faulty and defective work and as are necessary to maintain said Work in watertight conditions and further to respond on or within two (2) working days upon written notification of leaks or defects by the Owner/User Agency. Furthermore, they will at their own cost and expense maintain the roof for (2) years after acceptance, in accordance with the current edition of the Roof Maintenance Manual published by the Roofing Industry Educational Institute. The roof shall be inspected a minimum of twice each year, and a report prepared documenting the conditions observed at each inspection. These inspections shall be made once during the months of April or May and once during the months of September and October. Two copies of each report shall be forwarded to the Owner and User Agency.

This Guarantee is made subject to the following terms and conditions:

1. Specifically excluded from this guarantee are damages to the Work, other parts of the building and building contents caused by: A) lightning, and storm (includes hurricanes and tornadoes), hailstorm, earthquakes and other unusual phenomena of the elements; B) fire; and C) structural failures causing excessive roof deck, edgings and related roof components movement. When the Work has been damaged by any of the foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.
2. During the Guarantee Period, if the Owner/User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the Roofing Subcontractor, General Contractor, and Roofing Material Manufacturer prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the Owner/User Agency engages the Roofing Contractor to perform said alterations, the Guarantee shall not become null and void, unless the Roofing Contractor, prior to proceeding with said work, shall have notified the Owner/User Agency in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the Work, thereby reasonably justifying a termination of this Guarantee.
3. During the Guarantee Period, if the original use of the roof is changed and it becomes used for, but for which it was not originally designed or specified, as a promenade, work deck, spray-cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.
4. During the Guarantee Period, if any building or area of a building is changed to uses creating extremes of interior temperature and/or humidity, but for which it was not originally designed and specified, without provisions and alterations made to the building which effectively contain or control these conditions, this guarantee shall become null and void upon the date of said change.
5. The Owner/User Agency shall promptly notify the Roofing Contractor in writing of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the Roofing Contractor to inspect the Work, and to examine the evidence of such leaks, defects or deterioration.

6. This Guarantee is recognized to be the only guarantee of the General and Roofing Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and recourses lawfully available to him in case of roofing failure. Specifically, this Guarantee shall not operate to relieve the Roofing Contractor of his responsibility for performance of the original work, regardless of whether the Contract was a Contract directly with the Owner or a Subcontract with the Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

Roofing Contractor's Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Representing: \_\_\_\_\_

Telephone (\_\_\_\_)\_\_\_\_\_, Email \_\_\_\_\_

Witness:\_\_\_\_\_

Witness:\_\_\_\_\_

And has been countersigned by the General Contractor issuing the Roofing Contractor's Subcontract for said work:

Name of General Contractor: \_\_\_\_\_

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Representing: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Telephone (\_\_\_\_)\_\_\_\_\_, Email \_\_\_\_\_

Witness:\_\_\_\_\_

Witness:\_\_\_\_\_

### ROOFING GUARANTEE R-3 (Metal)

**OWNER:** STATE OF LOUISIANA OFFICE OF FACILITY PLANNING AND CONTROL  
POST OFFICE BOX 94095 CAPITOL STATION  
BATON ROUGE, LOUISIANA 70804-9095

Whereas \_\_\_\_\_

Address \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

herein called the Contractor, has provided pre-formed, pre-finished metal roofing, flashing, accessories and miscellaneous items required for a complete roof system installation in accordance with the Contract Documents for the PROJECT:

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

Project / Part No. \_\_\_\_\_, WBS No. \_\_\_\_\_

User Agency: \_\_\_\_\_

Location/Address: \_\_\_\_\_

Name and Type of Building(s): \_\_\_\_\_ Bldg. I.D. \_\_\_\_\_

Type of System: (Standing Seam, SR, Flat Seam, etc. \_\_\_\_\_

Total Roof Area: \_\_\_\_\_ SF; Total Length of Ridge \_\_\_\_\_ LF ;

Total Length of Valley: \_\_\_\_\_ LF: Total Length of gutter/fascia trim: \_\_\_\_\_

Date of Acceptance \_\_\_\_\_ Two year Guarantee Expiration \_\_\_\_\_

AND WHEREAS the Contractor has contracted to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period of TWO (2) YEARS from the date of the Final acceptance of the Project;

NOW THEREFORE the Contractor guarantees, subject to the terms and conditions herein set forth, that during the Guarantee Period the Contractor will at his own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work (including any wetted thermal insulation) resulting from water entry or faults or defects of said Work as are necessary to maintain said Work in watertight conditions and further, respond on or within TWO (2) working days upon written notification of leaks or defects by the Owner/User Agency.

This Guarantee is made subject the following terms and conditions

1. Specifically excluded from this guarantee are damages to the Work, other parts of the building(s) and building contents caused by: A) lighting; windstorm (including hurricanes and tornadoes), hailstorm,

July 2022

Roofing Guarantee R-3

Page 1 of 2

Proj No. \_\_\_\_\_ Pt \_\_\_\_\_

WBS No. \_\_\_\_\_

earthquake and other unusual phenomena of the elements; B) fire; and C) structural failures causing excessive roof deck, edges and related roof component movement. When the Work has been damaged by any of the foregoing causes, the Guarantee will be suspended until such time as the damage has been repaired, and until the cost and expense thereof has been assigned or paid by the Owner or the responsible party. The guarantee shall be reinstated upon Final Acceptance of the damage repair Work by both the Owner & Contractor.

2. During the Guarantee Period, if the Owner/ User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the original Contractor and/or Roofing Material Supplier prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything (i.e. signs) onto the roof, this Guarantee shall become null and void as of the date of said alterations. If the Owner/ User Agency engages the original Contractor for said alterations, the Guarantee shall be maintained in force unless the Contractor presents written notification to the Owner that the intended work will likely damage or cause deterioration of the base work, thereby justifying a termination of the original Guarantee.

3. The Owner/User Agency shall promptly notify the Contractor in writing of observed, known or suspected leaks, defects, or condition deterioration and shall afford a reasonable opportunity for the Contractor to inspect the work and examine evidence of such leaks, defects or deterioration.

4. This Guarantee is recognized to be the only guarantee of the Contractor of said work, and shall not operate to restrict or cut-off the Owner from any other remedies and recourse lawfully available to him in case of roofing failure to any cause or degree. Specifically, this Guarantee shall not operate to relieve the Contractor of his responsibility for the performance of the original work.

IN WITNESS THEREOF, this instrument has been duly executed

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor's Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Telephone (\_\_\_\_)\_\_\_\_\_, Email \_\_\_\_\_

Witness:\_\_\_\_\_ Witness:\_\_\_\_\_

And if applicable, is countersigned by the following Sub Contractor, Installer, or other party (as indicated) who acted as agent or represented the Contractor during the performance of the work:

Countersignee Name: \_\_\_\_\_  
(Type or Print)

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

Representing: \_\_\_\_\_

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

Telephone (\_\_\_\_)\_\_\_\_\_, Email \_\_\_\_\_

Witness:\_\_\_\_\_ Witness:\_\_\_\_\_

July 2022

Roofing Guarantee R-3

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Proj No. \_\_\_\_\_ Pt \_\_\_\_\_

WBS No. \_\_\_\_\_

## **Facility Planning and Control State of Louisiana**

### **TWENTY (20) YEAR WEATHERTIGHTNESS METAL ROOF SYSTEM - LIMITED WARRANTY**

We, Manufacturer the manufacturer; warrants to the State of Louisiana herein referenced as "Owner" of the building described below that subject to the terms, conditions, limitations and warranty responsibility stated herein ; Manufacturer warrants with no dollar limit (NDL) the undersigned Contractor workmanship and material defects, and will repair any leaks in the Manufacturer roofing system (Roofing System); and further, agrees to make provisions for satisfactorily drying all wetted thermal roof insulation caused by said leak(s), of the installed roof over the life of this TWENTY (20) YEAR WARRANTY commencing with the date of Acceptance of the Project (as defined in the Contract Documents).

Satisfactory repair of reported leaks shall not serve to extend the term of the original 20-Year Warranty period for either the repair or the entire Roof System, but rather serve to maintain the Roof System weathertightness condition for the entire term of the original warranty.

Neither Manufacturer nor undersigned Contractor makes any other warranty whatever, expressed or implied. All implied warranties of merchantability and all implied warranties of fitness for any particular purpose which exceed or differ from the warranties herein expressed are disclaimed by each and all of said parties and are hereby excluded from this 20-Year Weathertightness Limited Warranty.

In no event shall Manufacturer be held liable for any commercial loss, claims for labor or consequential damages of any other type not specifically referenced herein, whether owner's claim be based in contract, tort, or strict liability.

### **TERMS, CONDITIONS, LIMITATIONS**

1. A "Leak" is defined as water entry into any location where water entry is not specifically planned for. This can include insulation, cornices, attic spaces and other portions of the building assembly. Water entry through fastener holes, all flashings including valley, hip, ridge, closure, rake, wall runner, eave, curb, pipe penetration and other penetration flashings, and the roof panels and seams (side and end) are to be considered "leaks" as pertains to this weathertightness warranty.
2. Owner shall provide Manufacturer with written notice within THIRTY (30) days of discovery of any leaks in the Roof System; after which date, the principal to this warranty shall be expected to respond to said leak report within a period of TEN (10) working days.
  - a) Failure to respond, shall enable the Owner to engage service of "others" to address the problem without jeopardizing Owner's protection under terms of the original warranty.
  - b) Further, by Manufacturer's failure to respond as specified, subjects manufacturer to liability for full reimburse to the Owner for all costs incurred to engage the services of "others" in order to protect the building from further damage by roof leak(s).
  - c) Manufacturer cannot be held responsible for lack of performance or liable under the terms of this warranty due to Owner's failure to report claims as specified.



20-Year Weathertightness Warranty continued;

20-Year Weathertightness Warranty continued;

3. After a leak report is filed; Manufacturer shall determine whether the leak is caused by defects in manufactured material or in the workmanship and affect the Roof System repair in accordance with repair obligations herein. In the event a determination is made that neither defect in manufactured material or workmanship is at fault, the Owner shall be so advised in writing and permitted to exercise other remedies without jeopardy to provisions of the original warranty.
4. The Manufacturer shall not have any liability under the terms of this 20-Year Weathertightness Warranty for any NDL repair or replacement caused by one or more of the following:
  - a) Acts of Nature - including but not limited to; lightning, hurricane, tornado, earthquake, hailstorm and falling trees or limbs.
  - b) Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
  - c) Corrosion caused by heavy fall out or exposure to corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufacture and paper manufacturing plants - if either cause is located less than one-half mile radius distant from the building.
  - d) Deterioration caused by corrosive or condensates generated or released from within the building itself.
  - e) Damages caused by workers or work activity on the roof after issuance of the warranty.
  - f) Structural failures affecting (but not part of) the Roof System.
  - g) Unauthorized alterations or modifications of the Work by anyone other than a Contractor agreed to in writing by all parties to this warranty.
  - h) Failure of the Owner to exercise reasonable care and maintenance.
5. During the Term of this warranty; and within 72 hours of formal request, the Owner shall permit Manufacturer, or manufacturer's agent access to the roof during regular business hours.
6. Failure of either party to exercise or enforce specific terms, conditions or provisions shall not be construed to be a waiver of same.
7. The Manufacturer shall not be responsible for consequential damage or loss to the building, its contents, or other material as a provision of this warranty.
8. The Manufacturer shall not have any liability or responsibility at any time for, or as a consequence of any condensation or underside corrosion which is or was caused at anytime by any condensation resulting from either or both of the following:
  - a) Inadequate ventilation of the attic space between the roof panel and insulation, when insulation is installed on top of existing roof.
  - b) The use of inadequate vapor barrier where the insulation is installed immediately beneath roof panels.
9. The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction in any action brought as a result of this warranty by any party hereto.
10. This Warranty instrument supersedes and is in lieu of any and all other expressed or implied warranties that are or may be in conflict with terms and conditions stated herein.
11. A fully executed original of this Warranty is required prior to recommendation of acceptance, and Acceptance of the project.

20-Year Weathertightness Warranty continued;

## **WARRANTY RESPONSIBILITY**

FIRST (1st.) year through the TWENTIETH (20th) year from date of Acceptance of the project by Roof System Manufacturer whose legal entity is Manufacturer; except that the first recourse of the Owner for Warranty Benefits during Year 1 and Year 2 after date of Project Acceptance will be the Contractor per provisions of Roofing Guarantee R-3 (Metal).

EXCEPT AS EXPRESSLY PROVIDED HEREIN, Manufacturer MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO MATERIALS COVERED HEREBY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOR DOES SELLER MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS WHICH MAY COVER SUCH GOODS EXCEPT; THAT THE OWNER SHALL HAVE THE RIGHT TO RELY ON SAME BY REPRESENTATION OF THE MANUFACTURER THAT BY OFFERING THE MATERIAL, ROOF SYSTEM AND MISCELLANEOUS ITEMS FOR THE PURPOSES OF THIS PROJECT THERE IS NO VIOLATION OF THE RIGHTS OF OTHER PARTIES WITH RESPECT TO PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS, FURTHER; THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM DEFECTIVE GOODS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF: THIS WARRANTY MAY NOT BE CHANGED ORALLY.

IN CONSIDERATION FOR PAYMENT RECEIVED, THIS WARRANTY IS TENDERED FOR THE BENEFIT OF THE OWNER AND IS NOT TRANSFERABLE OR ASSIGNABLE WITHOUT THE WRITTEN CONSENT OF THE MANUFACTURER Manufacturer.

THIS WARRANTY REQUIRES THE ORIGINAL SIGNATURES OF AN OFFICER OF THE MANUFACTURER, AND THREE FULLY EXECUTED COPIES WILL BE PROVIDED TO THE OWNER AS A PREREQUISITE FOR PROJECT ACCEPTANCE. THE OWNER'S SIGNATURE SHALL NOT BE A REQUIREMENT FOR IMPLEMENTATION OF, OR CAUSE TO VALIDATE THE WARRANTY.

A SEPARATE AND INDEPENDENT WARRANTY SHALL BE ISSUED FOR EACH BUILDING OR INDEPENDENT ROOF SYSTEM IN THE CASE OF MULTIPLE BUILDINGS OR MIXED ROOFED PROJECTS.

## **PROJECT DATA / SIGNATORS**

Building/Project Description: \_\_\_\_\_

Roof Type and Quantity: \_\_\_\_\_

Location: \_\_\_\_\_

La. State Building I.D. (if known): \_\_\_\_\_

Site Code: \_\_\_\_\_

La. State Project Number \_\_\_\_\_; and Part # \_\_\_\_\_ WBS: \_\_\_\_\_

Date of Project Acceptance and Commencement of Warranty: \_\_\_\_\_ Ends: \_\_\_\_\_

**Manufacturer:**

Manufacturer

S \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## **ADDITIONAL PARTIES FOR FILE AND RECORD**

File Reference:  
Contractor or  
Roofing Contractor  
Address:

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

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

**STATE of LOUISIANA (Owner)**  
**DIVISION OF ADMINISTRATION**  
**Facility Planning and Control**  
**Statewide Roofing Program**  
PO Box 94095  
Baton Rouge, Louisiana 70804-9095

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FP&C Project Managers & To Whom It May Concern  
METAL ROOF SYSTEM 20 - YEAR WEATHERTIGHTNESS  
No Dollar Limit (NDL) WARRANTY

To: FP&C PROJECT MANAGERS & TO WHOM IT MAY CONCERN

From: STATE of LOUISIANA, DIVISION OF ADMINISTRATION  
FACILITY PLANNING AND CONTROL  
STATEWIDE ROOFING PROGRAM SECTION

Re: METAL ROOF SYSTEM 20 - YEAR WEATHERTIGHTNESS  
No Dollar Limit (NDL) WARRANTY

Present policy will require that new metal roofing system installation on either new construction projects; or, retrofit construction projects; or, reroofing construction projects will require a 20-Year Manufacturer's Weathertightness (or, Weathertight) (or, No Leak) No Dollar Limit Warranty to be provided.

Since the inception of this policy, Facility Planning and Control has received numerous warranties with varying provisions unrelated to the State of Louisiana, provisions contradictory to the best interest of the State of Louisiana (and in some cases for Contractors as well) or just simply unrelated to the State's general project requirements. In an effort to promote a clearer understanding of what is required, the Statewide Roofing Program Section has compiled and edited provisions of currently available Industry Standard warranties and has composed an acceptable warranty format required for use on State of Louisiana projects.

The following FOUR (4) page "Sample Warranty" is to be included in the Project Manual as reference of the acceptable warranty. Bidders are to be advised that this warranty, complete and fully executed must be used; or, at the option of the successful bidder (or metal roof system manufacturer) a "Manufacturer's Warranty" may be used provided it is written exactly as the attached State version.

Manufacturer's Warranties are to be approved for use on a project by project basis by FP&C prior to Bidding. Submittal of all proposed warranties shall be per Instructions to Bidders; Article 4. BID DOCUMENTS; 4.3 "Substitutions". Failing to receive Pre-Bid Approval will not relieve manufacturer from compliance with provisions of "Sample Warranty". All Bidders are advised that an approved warranty is required before completed project Acceptance can be given.

Significant points regarding warranty provisions:

\* "No Dollar Limit" (NDL) warranties are consistent with the present requirements of the State for low-slope and other roofing systems. Other "Limited Warranties" offered base their total value on: a) cost of materials; b) original Owner's cost; c) a form of prorated cost; and d) other undefined limitations related to costs.

\* The "Term" of the warranty is stated to be 20 years (not 18 years beginning the second year after acceptance); however, we have acquiesced by agreeing to rely initially on R-3 (Contractor's Warranty) for the first two years – see page 3, "Warranty Responsibility".

\* We have reasonably excluded manufacturer liability for Acts of Nature, and other uncontrollable circumstances. We HAVE NOT absolved the manufacturer from poor workmanship (as appeared in some warranties) because this is the reason manufacturer's certify and approve contractors and installers in the first

July 2021

FP&C Project Managers & To Whom It May Concern  
METAL ROOF SYSTEM 20 - YEAR WEATHERTIGHTNESS  
No Dollar Limit (NDL) WARRANTY

place. We've excluded circumstances like "damage by strong gales", "unpaid bills for supplies, installation and services", and the like.

\* The venue for dispute resolution is the 19<sup>th</sup> Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana.

\* We have included a provision for drying of wet insulation caused by a roof leak as a warranty responsibility – other damages may occur but are difficult to assign total responsibility. An engineered provision for drying of insulation wetted by roof leaks is to be agreed on by the State prior to implementation.

\* Details about reporting and principal's response are typical of most warranties except we've protected the Owner's right to safeguard the building without risk of voiding the warranty.

\* Warranty Responsibility – a typical warranty absolves the manufacturer from patent & design copyright violations, etc. As buyer, we have the right to rely on the Seller to have taken care of that business and absolve the State from claim action. False claims as to merchantability and suitability are better tied to Designer recommendations/specifications.

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This information is for your use. Further refinements of this warranty may occur; please consult with your project manager to obtain the latest version. Please forward any and all comments you may have (or, those you may receive from others) - it is our intent to provide FP&C with a fair, manageable and enforceable warranty document.

# MANUFACTURER'S NDL WATERTIGHTNESS MEMBRANE ROOFING SYSTEM WARRANTY

ISSUE TO:

STATE OF LOUISIANA- DOA- FACILITY PLANNING AND CONTROL

MFGR WARRANTY NUMBER: \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as “mfgr” hereby warrants to the owner, known as the State of Louisiana, hereinafter referred to as the “State” that the referenced membrane roofing assembly will remain in a watertight condition for a period of \_\_\_\_\_ years. For the purpose of this warranty “watertight” or “watertightness means that the roofing system does not allow water to leak through a breach in the roofing system. Mfgr further warrants the performance of the products listed below and warrants that the material and installation of the roofing assembly is free of material and known installation defects at the time of application and that the materials listed below conform to mfgr specifications.

All products used in the roofing assembly from the deck (structural concrete, metal, LWIC, wood, etc.), up are included in this warranty regardless of whether mfgr furnished or branded the products with the exception of shop fabricated metals not furnished by mfgr. These products are to include, but not be limited to: base sheets, fasteners and plates, insulation board, cover board, asphalt, adhesives (insulation and membrane), mastics, field plies, membrane flashing plies and liquid flashing products. The roofing products are specifically listed as follows:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

In the event that the new membrane roofing assembly is installed in a recover fashion over an existing roofing assembly, the performance of the existing roofing products that remain in-place beneath the new roofing assembly are excluded from this warranty.

In the event that covered leaks occur in the roofing system that are attributable to the workmanship of the installing contractor or a defect in or failure of any of the mfgr products listed above, mfgr will make repairs required to return the roof to a watertight condition, regardless of the scope and cost of the required repairs. The State will notify mfgr within 30 days of the discovery of the leak. Should the State not make this notification within the prescribed 30 day time period, then further damage to the roofing assembly caused by the delay in notification will not be construed as a warranty repair item. Mfgr will respond to the leak notification within 10 days and once it is confirmed that the leak(s) is within the scope of mfgrs responsibilities under this warranty, mfgr will execute repairs promptly thereafter. Mfgr's failure to respond timely and make proper repairs shall enable the State to engage service of "others" to address the problem(s) at mfgr's expense assuming the cost of the repair is reasonable and the scope of the repair is limited to the remedy of the leak without jeopardizing State's protection under terms of this warranty. The State may make reasonable and customary emergency temporary repairs at its discretion and at mfgrs expense without jeopardizing the State's protection under the terms of this warranty.

The manufacturers of SBS products that are approved by the State and included in the State's list of acceptable products have agreed to a dimensional stability of the cap sheet and interply sheet of 0.2% per ASTM D 5147, section 10. 0.2% of a 33 foot roll is approximately equal to  $\frac{3}{4}$ ". For the term of this warranty, SBS cap sheet shrinkage in excess of  $\frac{3}{4}$ " will be repaired by the mfgr by cutting out the interply void in the "T" lap, cleaning and drying, and repair with an acceptable cap sheet product.

**The following items are excluded from this warranty:**

1. Damage to the roof caused by wind exceeding 72 mph, lightning, hail, fire or physical damage from falling or wind-blown objects
2. Deficient design by other than mfgr
3. Intentional or accidental damages to the roof, or misuse, abuse, vandalism or the likes
4. Leaks caused by deterioration or failure of items not included in the warranty
5. Modifications or alterations to the roofing assembly after completion unless done in a manner approved by mfgr
6. Damage to the roofing assembly after issuance of this warranty caused by excessive foot traffic or its use as a work platform or storage area
7. Damage to the roofing assembly caused by ponding water, which is defined as water on the surface of the roof that does not dissipate within 72 hours of average drying conditions
8. Consequential and incidental damages, including damage to the building or its contents
9. Damage to the roofing assembly caused by failure by the State to exercise reasonable care and maintenance



10. Damage to the roofing assembly caused by structural defects or failure or excessive movement of building components
11. Damage to the roofing assembly due to exposure to chemical attack, including deposits of animal fats, grease and oil
12. The State shall be responsible for the costs associated with the removal and replacement of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the roofing assembly, support platforms or bases for solar panels, garden roofs, decks, patios or any other obstacles that impede access, clear observation, investigation or repairs to the roofing system, excluding ballast or pavers or any other overburden specifically accepted by mfr to be included within warranty coverage.

For wind related events, this warranty excludes damage to the roofing assembly where the cause includes any of the following:

- A. Failure or excessive movement of primary or secondary structural elements or roof deck, wood nailers or blocking and edge system components not furnished by mfr
- B. Failure of walls, doors, windows, openings or other building envelope components
- C. Rooftop structures and equipment

Mfr may have access to the roof for inspection purposes for the term of the warranty by scheduling through the appropriate State Agency.

This warranty is tendered for the benefit of the State and is not transferable or assignable without the written consent of Mfr.

The Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction in any action brought as a result of this warranty by any party hereto. This warranty shall be governed by and construed in accordance with the laws of the State of Louisiana.

This warranty instrument supersedes and is in lieu of any and all other expressed or implied warranties that are or may be in conflict with terms and conditions stated herein.

This warranty requires the signature of an authorized officer of Mfr. Three fully executed copies are to be provided to the State as a prerequisite for project acceptance. The State's signature shall not be a requirement for implementation of, or cause to validate this warranty.

A separate and independent warranty shall be issued for each building or independent roof system in the case of multiple buildings or mixed roof types.

Abbreviations:

LWIC—Lightweight Insulating Concrete

ASTM—American Society for Testing and Materials

## PROJECT DATA / SIGNATURE

Owner: State of Louisiana- DOA- Facility Planning and Control

Building/Project Name: \_\_\_\_\_

Roof Type: \_\_\_\_\_

No. of Squares: \_\_\_\_\_

Location: \_\_\_\_\_

La. State Building I.D.: \_\_\_\_\_

Site Code: \_\_\_\_\_

LA State Project Number: \_\_\_\_\_

Date of Project Acceptance and Commencement of Warranty: \_\_\_\_\_

Warranty End Date: \_\_\_\_\_

### Manufacturer Name Address and Phone Number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Manufacturer Signature: \_\_\_\_\_

\_\_\_\_\_  
Printed name

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Direct to:

**STATE of LOUISIANA (Owner)**

**DIVISION OF ADMINISTRATION**

**Facility Planning and Control**

PO Box 94095

Baton Rouge, Louisiana 70804-9095

////////// END NDL WATERTIGHTNESS WARRANTY \\\\\\\\\\\\\\\\\\\

# Facility Planning & Control

#### 4. RECOMMENDED AGENDA FOR ROOFING CONFERENCES

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

Project Number: \_\_\_\_\_ WBS No. : \_\_\_\_\_

Conference Location: \_\_\_\_\_ Date: \_\_\_\_\_

Type of Conference: \_\_\_\_\_Preliminary \_\_\_\_\_Pre-Application

Architect: \_\_\_\_\_

Roofing Contractor: \_\_\_\_\_

General Contractor: \_\_\_\_\_

CONFERENCES ATTENDEES:

[illegible]

## AGENDA FOR PRELIMINARY ROOFING CONFERENCE

**PURPOSE:** Establish a direct line of communication, iron out initial questions regarding the project and to review project submittal requirements.

**TIMING:** The meeting should be held shortly after award of the Contract and at least six weeks prior to the anticipated start of roofing.

1. A complete set of Contract Documents (plans and specifications) to be available for review.
2. All meeting minutes to be furnished to all parties. Establish project record keeping procedures.
3. Review tentative progress schedule for roofing. Set approximate date.
4. Review roofing system and insulation requirements.
5. Weather considerations as they may apply to the project roofing installation.
6. Temporary roofing guidelines for the project. Who and when, will final decision be made, if necessary.

7. Inspection and Testing Requirements:

\_\_\_\_\_  
Name of Inspection Firm:  
Name of inspector:  
Phone:

- \_\_\_\_\_  
a. On-Site Inspection - Discuss project requirements.  
b. Laboratory Tests

8. Roof Deck:

Type and Thickness:

\_\_\_\_\_  
Slope:\_\_\_\_\_Location and Type of Drains:

\_\_\_\_\_  
Tentative Schedule for Erection:

\_\_\_\_\_  
Nailers, curbs and sheet metal must be completed prior to roofing application. Review FM or UL requirements

9. Anticipated material storage areas and equipment set-up locations touched upon. Review requirements.

10. Specific submittals from the Roofing Contractor:

- a. Material approval list
- b. Shop drawings (if any)
- c. Product material brochures and samples
- d. Manufacturer's Guarantee review for compliance with specifications

11. Specific project detail discussion. (Include perimeter wall construction and rooftop mechanical equipment details.)

12. Other:

\_\_\_\_\_  
13. Review above items briefly and establish date for tentative Pre-Application Conference.

## AGENDA FOR ROOFING PRE-APPLICATION CONFERENCE

### PURPOSE:

- To verify readiness of the project structure
- To review assignments of Preliminary Conference
- To scan last minute details, changes or corrections
- To review anticipated schedule of progress

**TIMING:** Within one week of roofing application

**ATTENDANCE:** List attendees

*(The roofing job superintendent or foreman and the project roofing inspector should attend this meeting.)*

1. Copies of approved submittals should be available for review. Are any material changes required due to availability problems or other? Reminder that formal approvals are still required.
2. Review minutes of Preliminary Conference.
3. Discuss revised Roofing Application Schedule.
4. Equipment set-up and on-site material storage.
5. Deck Readiness:
  - a. Any required roof deck certifications must be in order
  - b. Rooftop inspection by those in attendance
  - c. Drain hookups complete
  - d. Curbs, nailers, roof deck penetrations, perimeter edges and mechanical equipment - should all be set and complete

6. Review roof system, including insulation above deck. Discuss the required application of each to the other components.

- a. Bitumens, felts, use of EVT, all typical application methods and any special techniques required for specified system.
- b. Mechanical or adhesive attachments.
- c. Vapor Retarders
- d. Flashings
- e. Saddles and/or crickets
- f. Venting
- g. Sheet metal

7. Phase Construction Guidelines for project. Factors affecting guidelines include local practices, climate and weather considerations. Tie-offs at days end.

8. Temporary roofing final decisions.

9. Housekeeping, material handling and finished work protection requirements.

10. Inspection and testing requirements - who, frequency, type method of testing, point of application temperature readings, reporting, etc.

11. Project changes in plans, specifications or procedures to be followed - discuss and establish who can approve and how documented.

12. Warranties, guarantees, manufacturer bonds or maintenance agreements (terms, types, who issues, when) for roofing and sheet metal material.

### NOTES

## **AGENDA FOR ROOFING FINAL INSPECTION AND WRAP-UP**

**PURPOSE:** To assure 100% completion of project requirements.

**TIMING:** Just before the Roofing Contractor concludes his work at the site.

1. Attendance should include those in attendance at the Pre-Application Conference.

2. Complete rooftop walk over and review:

- a. Perimeter edges
- b. Walls
- c. Curbs and other equipment
- d. Drains
- e. Rooftop penetrations
- f. Site cleanup
- g. Sheet metal

3. Final Punch List establishment of items to be completed. Copies to all parties.

4. Summary of project records. Organize for final file. Wrap up any loose ends. Checklist for final documents should include:

- a. Warranties, guarantees, manufacturer bonds, or maintenance agreements
- b. Inspection forms, reports, certificate of final completion
- c. Laboratory final reports (if any required)

5. Recommendation for routine maintenance program to owner.

6. Discuss responsibility for roof system protection until project completed. Responsibility for coordination usually rests with General Contractor. Any damage or additional work to be conducted by original Roofing Contractor in order to keep original guarantee valid.

7. Final acceptance by the owner will not be made without submittal and approval of fully executed guarantees for each type of roof installed, which shall include, but not necessarily be limited to the Roofing Material Manufacturer's Guarantee, Roof Completion Information Form and Contractor's Guarantee on FPC-R1, FPC-R2 or FPC-R3.

## **NOTES**

## ROOF COMPLETION INFORMATION

Facility Name \_\_\_\_\_ Building Name \_\_\_\_\_  
Site I.D.. \_\_\_\_\_ Building I.D. \_\_\_\_\_ Project No. \_\_\_\_\_ WBS No. \_\_\_\_\_  
Roof Section \_\_\_\_\_ Replacement \_\_\_\_\_

Roof Type:		Surfacing Type:		Bitumen Type:		Drainage Type:	
1.	BUR	1.	Gravel	1.	Hot Asphalt	1.	Over the Edge
2.	SBS Mod. Bit.	2.	Smooth Uncoated	2.	Torched Asphalt	2.	Roof Drains
3.	APP Mod. Bit.	3.	Modified Asphalt	3.	Cold Process	3.	Perimeter Gutter
4.	PVC/CPV	4.	Ceramic Granules	4.	Pitch	4.	Internal Gutter
5.	PUF	5.	Silicone	5.	Modified	5.	_____
6.	Metal	6.	Acrylic	6.	None		
7.	Shingle	7.	Urethane	7.	_____	<b>Total Penetrations:</b>	
8.	Tile	8.	Aluminum			_____	
9.	_____	9.	_____				
Slope:		Deck Type:		Insulation:		No. of Piles:	
1.	None	1.	Structural Concrete	1.	Polyurethane Foam	_____	
2.	1/8 in./ft.	2.	Gypsum	2.	Fiberglass	<b>Insulation Thickness:</b>	
3.	1/4 in./ft.	3.	Metal	3.	Perlite	_____	
4.	1/2 in./ft.	4.	Lt. Wt. Concrete	4.	Tapered Perlite	<b>Roof Area (sq. ft.)</b>	
5.	_____	5.	Cement Fiber	5.	Polystyrene	_____	
		6.	Wood	6.	Wood Fiber		
		7.	_____				

### Roofing Contractor:

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

Roofing Contractor's Telephone: \_\_\_\_\_

### Roofing Manufacturer:

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

Roofing Manufacturer's Telephone: \_\_\_\_\_

Warranty Beginning Date: \_\_\_\_\_

Warranty Ending Date: \_\_\_\_\_

Roof Warranty Number: \_\_\_\_\_

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

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

## 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
010000 General Requirements	_____	_____
013000 Record Drawings, Shop Drawings, Product Data, Samples and other submittals	_____	_____
	TOTAL	

### **DIVISION 2 – EXISTING CONDITIONS**

Not Used

### **DIVISION 3 - CONCRETE**

Section 033000 Cast-In –Place Concrete

### **DIVISION 4 - MASONRY**

Not Used

### **DIVISION 5 - METALS**

Section 051200 Structural Steel Framing

### **DIVISION 6 - CARPENTRY**

Section 061000 Carpentry

### **DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

Section 073000 Shingle Roofing  
Section 074000 Metal Profile Roofing  
Section 075000 Modified Bitumen Roofing  
Section 076100 Standing-Seam Metal Roofing  
Section 076200 Flashing and Sheetmetal  
Section 079000 Joint Sealers

### **DIVISION 8 - DOORS AND WINDOWS**

Not Used

### **DIVISION 9 - FINISHES**

Section 099000 Painting



**DIVISION 10 - 31**

Not Used

**DIVISION 31 - EARTHWORK**

Section 312000              Earthwork

# Facility Planning & Control CHANGE ORDER

PROJECT NAME: \_\_\_\_\_ CHANGE ORDER No. \_\_\_\_\_  
PROJECT NUMBER: \_\_\_\_\_ WBS No. \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_ CFMS / SRM No(s). \_\_\_\_\_  
SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_ NOTICE TO PROCEED DATE: \_\_\_\_\_

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 (increased) (decreased) (unchanged) by this Change Order \_\_\_\_\_  
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 (increased) (decreased) (unchanged) by this Change Order \_\_\_\_\_ 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: _____	Facility Planning & Control
Email Address: _____	Email Address: _____	
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

## FACILITY PLANNING AND CONTROL USE ONLY

Classification	Amount	Classification	Amount
Omission (Type "O")*	_____	Miscellaneous (Type "M")	_____
Error (Type "E")*	_____	Owner Requested (Type "R")	_____

Senior Manager/Assistant Director approval: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

# Construction Contract Change Order SUMMARY

State of Louisiana  
Facility Planning & Control

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

State Project No. \_\_\_\_\_

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

WBS No. \_\_\_\_\_

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

Contractor Name: \_\_\_\_\_

Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

General Contractor Direct Costs - Breakdown No. \_\_\_\_\_

(See attached breakdown)

Total General Contractor Cost

(General Contract Direct Cost plus OH&P)

\_\_\_\_\_%  
(Max: 8%)

Subcontractor Cost Breakdowns

(See attached.)

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

Subcontractor Direct Costs Total

(Sum column A)

\$ -

Subcontractor Direct Costs + Subcontractor OH&P

(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at

(Sum column A times General Contractor OH&P rate. )

\_\_\_\_\_%  
(Max: 8%)

Total Subcontractor Costs

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

Change Order Subtotal

(Sum of Total General Contractor Costs and Total Subcontractor Costs)

Performance and Payment Bond at

(Change Order Subtotal times Performance and Payment Bond rate)

\_\_\_\_\_%

Amount will be ☐ increased ☐ 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)

# Construction Contract Change Order BREAKDOWN

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

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

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

## Direct Cost of Work :

A. Labor	Check here if explained on the Comment Sheet	↓	Hourly Wage Rate	Hours	Total Cost
1		<input type="checkbox"/>			
2		<input type="checkbox"/>			
3		<input type="checkbox"/>			
4		<input type="checkbox"/>			
5		<input type="checkbox"/>			
6		<input type="checkbox"/>			
7		<input type="checkbox"/>			
			Add Labor Burden @	_____ %	

LABOR TOTAL

B. Material		Unit Price	Unit	Units	Total Cost
1	<input type="checkbox"/>				
2	<input type="checkbox"/>				
3	<input type="checkbox"/>				
4	<input type="checkbox"/>				
5	<input type="checkbox"/>				
6	<input type="checkbox"/>				
7	<input type="checkbox"/>				
(Copies of invoices may be required.)		Add Tax @	_____ %		

MATERIAL TOTAL

C. Equipment		Unit Rate	Unit	Units	Total Cost
1	<input type="checkbox"/>				
2	<input type="checkbox"/>				
3	<input type="checkbox"/>				
4	<input type="checkbox"/>				
5	<input type="checkbox"/>				
6	<input type="checkbox"/>				
7	<input type="checkbox"/>				
(Copies of invoices may be required.)		Add Tax @	_____ %		

EQUIPMENT TOTAL

TOTAL DIRECT COST FOR THIS BREAKDOWN:

(Sum A, B & C)

Construction Contract Change Order  
**BREAKDOWN COMMENT SHEET**

State of Louisiana	Breakdown No. _____
Facility Planning & Control	Item No. _____
State Project No. _____	RFI No. (or COR, CPR, etc.) _____
WBS No. _____	Date: _____
Project Name: _____	

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

**A. Labor**

No. (From BREAKDOWN Sheet)

____	_____
____	_____
____	_____
____	_____
____	_____
____	_____
____	_____
____	_____
____	_____
____	_____

**B. Material**

____	_____
____	_____
____	_____
____	_____
____	_____
____	_____
____	_____
____	_____
____	_____
____	_____

**C. Equipment**

____	_____
____	_____
____	_____
____	_____
____	_____
____	_____
____	_____
____	_____
____	_____
____	_____

## Construction Contract Change Order

### UNIT PRICE BREAKDOWN

State of Louisiana

Facility Planning & Control

State Project No. \_\_\_\_\_

WBS No. \_\_\_\_\_

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

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

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

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

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

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

#### 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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\* Reference Legend: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

#### Unit Price Total:

(Sum Total column)


Total


--

❖NOT FOR RECORDATION PURPOSES ❖

Facility Planning & Control  
**PARTIAL OCCUPANCY**

PROJECT NAME:

PROJECT LOCATION:

PROJECT / PART NUMBER:

CFMS / SRM No.

WBS NUMBER:

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
Facility Planning and Control	Date

Punch List: Attached ☐

None ☐

c: User Agency

❖ NOT FOR RECORDATION PURPOSES ❖



❖ NOT FOR RECORDATION PURPOSES ❖

Facility Planning & Control  
**RECOMMENDATION OF ACCEPTANCE**

TO: FACILITY PLANNING AND CONTROL  
P.O. Box 94095  
Baton Rouge, LA70804-9095

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Design Firm Name and Address*

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

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

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

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

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

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

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

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

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

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

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

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

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

VALUE OF PUNCH LIST \$ \_\_\_\_\_ (Attach punch list)

Was part of project occupied prior to Acceptance?

PORTION OCCUPIED: (Attach Partial Occupancy Forms)

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: FACILITY PLANNING AND CONTROL  
P.O. Box 94095  
Baton Rouge, LA70804-9095

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Design Firm Name and Address*

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

PROJECT No.: \_\_\_\_\_

WBS No.: \_\_\_\_\_

SITE CODE: \_\_\_\_\_ 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.

\_\_\_\_\_  
*Designer Signature* Date: \_\_\_\_\_

**State of Louisiana**  
**DIVISION OF ADMINISTRATION**  
**Facility Planning and Control**

**CERTIFICATE OF COMPLIANCE**  
with  
**Louisiana Building Code for State Owned Buildings**

TO: STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF FACILITY PLANNING AND CONTROL  
P.O. Box 94095  
Baton Rouge, LA 70804-9095

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Design Firm or Owner/User Name and Address)*

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

\_\_\_\_\_

PROJECT No.: \_\_\_\_\_

WBS No.: \_\_\_\_\_

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.

\_\_\_\_\_  
*(Signature of Designer or Owner/User)* Date: \_\_\_\_\_

\_\_\_\_\_  
**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)

(c) Extortion (R.S. 14:66)

(b) Corrupt influencing (R.S. 14:120)

(d) Money laundering (R.S. 14:230)

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

(a) Theft (R.S. 14:67)

(f) Bank fraud (R.S. 14:71.1)

(b) Identity Theft (R.S. 14:67.16)

(g) Forgery (R.S. 14:72)

(c) Theft of a business record  
(R.S. 14:67.20)

(h) Contractors; misapplication of  
payments (R.S. 14:202)

(d) False accounting (R.S. 14:70)

(i) Malfeasance in office (R.S. 14:134)

(e) Issuing worthless checks  
(R.S. 14:71)

#### **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.

\_\_\_\_\_  
**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

**SUMMARY OF WORK****SECTION 010100****RELATED DOCUMENTS**

- A. The general provisions of the Contract, including General and Supplementary Conditions, and other Division 1 - General Requirements apply to the work specified in this Section.
- B. Division 1 Sections describe the administrative and procedural requirements and are as follows:
  - 1. 010100 - Summary of Work
  - 2. 010300 - Alternates
  - 3. 010400 - Cutting and Patching
  - 4. 012000 - Project Meetings
  - 5. 012900 - Payment Procedures
  - 6. 014000 - Procedures and Quality Control
  - 7. 015000 - Construction Facilities and Temporary Controls
  - 8. 016000 - Materials and Equipment
  - 9. 017000 - Project Closeout

**1.02 PROJECT IDENTIFICATION**

- A. The work contemplated and covered in these Specifications and the accompanying Drawings consist of the Contractor furnishing all labor, materials, equipment, supervision, and all other services required including all work reasonably intended in the Contract Documents for:

**Roof Replacements  
Buildings A, B, C, F  
New Orleans Center for Creative Arts,  
New Orleans, Louisiana  
State Project No. 19-673-19-02 & 01-107-18-02, F.19002335  
& F.01004409 (supplement  
State Site Code: 1-36-081  
State Bldg. ID: Multiple  
MBA Project No. 12038**

- B. The drawings which accompany and compliment the Specifications are identified on the title sheet.

**1.03 GENERAL WORK DESCRIPTION**

- A. **Scope of Services:** The work of this Contract, except as otherwise specified shall include all labor, materials, equipment, and facilities necessary to produce the required result, all transportation and services, and all materials and equipment incorporated and intended to be incorporated in such results. The Work includes all fees, taxes, permit costs, insurance premiums, and costs for overhead, superintendence, temporary facilities, and other direct and indirect costs and expenses incidental to the performance of the Work.

- B. **Note** that after the bid the Contractor will be required to break down all costs per building and also work related to “Hurricane Damage Repairs covered by Insurance,” and “Hurricane Damage Repairs not covered by Insurance,” including below items listed under each building, and “Roof Replacements and Renovations” which includes all remaining work not listed below for the Hurricane Repairs. Additionally, Contractor shall submit individual Pay Applications and Schedules of Values for each building and within each building Pay Application identify work related to “Hurricane Damage Repairs Covered by Insurance,” and “Hurricane Damage Repairs Not Covered by Insurance,” and also “Roof Replacements and Renovations,”. See attached Cost Matrix following this Section.

1. “Hurricane Repairs Covered by Insurance” for Cost Break Down Per Building,

**Building A**

- Demo of existing asphalt shingles and membranes down to deck and new membranes and roofing shingles
- 1 coiling door hood cover to match existing adjacent

**Building B**

- Demo of existing asphalt shingles and membranes down to deck and new membranes and roofing shingles
- All work indicated for Music/ Theater/ Lang. list. B113, Main Library B110, and Office B117

**Building C**

- Rooftop vent hood demo and new
- All work indicated for Faculty Studio C107, Faculty Studio C108, Corr. C126, Computer Lab C202, Office C207, Office C210, and Art Sto. C217
- Corr. 202A, ceiling tiles indicated only

**Building D**

- All work indicated for Dance Studio D102, D202, D203, and D204.
- All work indicated for roof
- Lightening Protection as indicated in Lightening Protection Specs.

**Building E**

- N/A

**Building F**

- Ridge cap as indicated
- 60 lin. Ft. of gutter, and 60 lin.ft. of metal dripedge gutter apron

2. “Hurricane Repairs Not Covered by Insurance” for Cost Break Down Per Building,

**Building A**

- All work indicated for Reception A100 and Breakroom A101.

**Building B**

- N/A

**Building C**

- All work indicated for Elevator Lobby C220
- All work indicated in Corridor C202A except Ceiling tiles.

**Building D**

- N/A

**Building E**

- Lightening Protection as indicated in Lightening Protection Spec.
- Secure uplifted roof edges
- All work indicated on 1<sup>st</sup> floor for rooms E110 and E136 only
- E140 Flooring, Thresholds, and rubber base as indicated
- All interior work indicated on Floors 2 and 3

**Building F**

- Lightening Protection as indicated in Lightening Protection Spec.
- securing uplifted metal roof edges
- All work indicated on 1<sup>st</sup> floor for rooms F101 F106 only.
- F117 Wall Painting, Wall Gypsum Board, Flooring, and Base as indicated
- All interior work indicated on Floors 2 and 3
- 3 pairs of storefront doors and hardware being replaced in existing storefront systems

**1.04 EXISTING CONDITIONS**

- A. The Contractor shall accept the area of the work in it's present condition and carefully examine the area of the work and determine for himself all existing conditions visually discernable and/or reasonably expected from his understanding of the Construction Documents and/or reasonably inferable from the Contract Documents or his particular knowledge of this particular type of project, and shall be responsible for same. No activity by the Contractor shall jeopardize the usefulness of the existing building to the Owner at any time during the construction period.
  - 1. **Note:** The building will be occupied in operation and site in use during the work. Coordinate and provide protections for the property and persons to allow unencumbered operation of the building and site for the full length of this contract

**1.05 CONTRACTOR'S USE OF PREMISES**

- A. Confine operations at site to areas within the limits of the work of this Contract.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products which interfere with operations of the Owner.
- F. Obtain and pay for use of additional storage or work areas needed for operation.

**1.06 INTERPRETATION OF DOCUMENTS**

- A. The Contractor shall notify the Architect of any ambiguity, inconsistency or error which he may discover upon examination of the Construction Documents or of the site and local conditions. If the Contractor performs any work knowing it to be contrary to applicable laws, ordinances rules and regulations, and without such notice to the Architect, he shall assume full responsibility therefore and shall bear all costs attributable thereto.
- B. During construction the "Request For Information" form, a copy following this section, shall be completed and submitted to the Architect to obtain a response to any needed information and/or clarifications.
- C. Should there be any discrepancy within information on the drawings and information within the specifications, between information on the drawings and information in the specifications and/or between information within the drawings the Architect, whose decision is final, will decide which information and requirement shall govern, and such



could be the more stringent and more expensive requirement. Contractor to provide at no additional cost to the Owner

#### 1.07 CONTRACTORS REPRESENTATIONS

- A. The Contractor represents that he has visited the site and determined for himself all existing conditions, laws and regulations that will affect the construction of the work and be responsible for same.
- B. The contractor must be fully qualified under any "Licensing Law for Contractors" in effect at the time and place of the work before submitting his proposal. In the State of Louisiana, only the bids of Contractors and Subcontractors duly licensed under Chapter 24 of the Louisiana State Legislature, La. R.S. 37:2151, et seq., will be considered if licensing is required. The law requires the Contractor to ascertain that his Subcontractors are fully licensed in accordance with the law.
- C. The Contractor represents that the Contract will include all applicable taxes; local, state, and federal.
- D. The Contractor represents that he has ascertained prior to submission of his bid that he has received all addenda issued, and that his contract will contain the costs associated with these addenda.

#### 1.08 SUPERINTENDENT

- A. Contractor shall, prior to the commencement of construction operations, submit to the Architect for approval the name of the Superintendent and assistants he proposes to assign to the job and shall further submit a resume of the experience of the Superintendent and assistants and such other data as will attest to their competence and qualifications. This information shall be submitted in duplicate for the guidance of the Architect and Owner, and assignment of a Superintendent to the job shall not be made until the Owner and the Architect have approved this selection.
- B. The Superintendent shall be full time and be in attendance at the site whenever Work is being performed.

#### 1.09 MATERIALS AND EQUIPMENT DELIVERY DATES

- A. The Contractor shall submit a statement giving a firm shipping and delivery date on all major items of building material and equipment. The statement shall be submitted not later than six weeks from the date the contract is returned to the Contractor.
- B. In addition, submit the names of the manufacturers of any long lead items that would potentially impact the progress of the Work and is the Contractor's responsibility to identify these manufacturers. Unless the aforementioned information is submitted, no extensions of time will be considered if extenuating circumstances exist affecting timely product delivery. Furthermore, no payments will be made to the Contractor until all information is furnished.

#### 1.10 WORKING CONDITIONS AND SCHEDULING

- A. In general, the work may be performed during normal hours provided it is performed in a manner which does not interfere with the normal use and functions of the adjacent areas and buildings by the Owner.
1. **Note:** Normal hours allowed for work are 6 A.M. to 6 P.M. weekdays and also weekends with no restrictions.
- B. The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours of overtime or perform a continuous operation if necessary to insure the prosecution of the work in accordance with the approved progress schedule. It is imperative that the Work be completed on or before the date scheduled, and necessary allowances shall be made in estimating the project to allow for the construction schedule. The Contractor shall "accelerate" his subcontractors to the fullest extent and he shall impress upon his subcontractors the expedience required to overcome delays on their part or in the delivery of materials. He shall be alert to any and all happenings that affect the progress of the project. If the Contractor should fall behind in the progress schedule, it is mandatory that he take immediate steps, whatever required, to put the project back on schedule. Neither the Contractor nor any of his subcontractors nor anyone working on the Project shall be entitled to any compensation whatsoever for acceleration of the work for any reason for which the Contractor or any of his subcontractors or anyone else working on the Project is responsible, even if that responsibility is only a partial cause of the need to accelerate.
- C. The buildings and areas adjacent to the work areas will be in use by the public during the construction time and all protections for the public and property shall be implemented.
- D. All trash removal from the jobsite will be the responsibility of the Contractor. .
- E. Each contractor and subcontractor will be responsible for the actions of their personnel. There will be no alcoholic beverages, glass containers, or any "controlled substance" on the premises.
- F. A "One Strike" rule shall be followed and any person reported to the Owner for rude or lewd behavior will be ejected from the job and prohibited from working at the site.
- G. The entrances, lobbies, passages, corridors, public elevators, stairways, and other common areas shall not be encumbered or obstructed by any of the Contractor's personnel or materials during construction. Material deliveries must be scheduled and coordinated through Building Management.
- H. Identification badges, approved by Building Management, are required on all personnel at all times working on the building
- I. **Note:** Contractor is solely responsible for providing weathertightness of the existing buildings at all times during the contract time. Provide all required temporary weather protection at all removal and new construction.

#### 1.11 PROTECTION OF PROPERTY AND PUBLIC

- A. Contractor shall protect Owner's existing property that is adjacent to the Work being performed under this contract. Contractor shall also obtain approval from the Architect prior to removal of protection. Prior to commencing work, the Contractor shall provide adequate protection such as covers, dust partitions, platforms, scaffolding, etc., all as may be necessary

to protect the Owner's property from dust and possible falling debris and/or materials. Removal of such protection shall likewise be performed with extreme care to prevent possible damage to the Owner's property.

- B. Furthermore, the Contractor shall repair at his own cost and make good all damage to the Owner's property and to adjacent and adjoining properties not belonging to the Owner for which he is or has been adjudged to be legally responsible. He shall further, reimburse the Owner and/or Architect in full for any damages resulting from suits that may be decided against the Owner and/or Architect rising out of claims for property damage due to the Contractor's improper performance or negligence on the part of any of the Contractor's employees, agents, or subcontractors, or due to any other acts for which the Contractor is legally responsible, together with all attorneys' fees, cost of court, and any other expense that may be entailed by the Owner and/or Architect in defending themselves against such suits and/or claims.
- C. The Contractor shall make all necessary provisions for the protection of the students, faculty and the public, and traffic and the use of streets and sidewalks. He shall provide barriers and shelters or any other safeguards as required to protect the public in accordance with the local laws. The safeguards and protections shall be fully maintained in first-class condition during the entire construction period, and at no time shall required protection be removed without the approval of the Architect. When required, provide all-night lights, lanterns, flares, etc. for night-time protection. All excavations shall be completely fenced in at all times.
- D. It is of utmost importance that all construction work be done without interfering with the normal operations of the adjacent areas and buildings.
- E. Restore all areas and items disturbed by the new construction to original condition.

#### 1.12 CLEANLINESS AND CLEANUP

- A. All existing areas adjacent to the area of work must be kept clean from Contractor's debris. Any area not adequately cleaned by the Contractor shall be cleaned by the Owner (to his satisfaction) and the cost of such cleaning operations shall be deducted from any monies still due the Contractor.
- B. Clean the area on a daily basis.

#### 1.13 SELECTIVE DEMOLITION

- A. Conduct selective demolition, removal of debris and all work to ensure a minimum of interference with building occupants, building corridors and service areas. Ensure safe passage of persons around the areas of demolition. Promptly repair damages caused to adjacent construction by operations at no cost to the Owner. Remove all debris and dispose of off the Owner's property. Any damage to existing facilities and site caused by the work of this contract shall be repaired and returned to original condition by the Contractor.

#### 1.14 PATCHING

- B. The Contractor shall be responsible for the repair of adjacent surfaces damaged as a result of the work of this project. Repair shall return the surface to a condition at least as good as existing prior to the alteration and shall include all finishing and painting to match existing

surfaces. Contractor shall be responsible for determining the need for alterations prior to bidding, and shall bear all costs associated with alterations and repairs.

### 1.13 DEFINITIONS AND EXPLANATIONS

- A. Scope: This article defines certain terms used in the specifications (Project Manual), and explains the language, abbreviations thereof, format and certain conventions used in the Specifications and associated Contract Documents.
- B. Limitations: The definitions and explanations of this article are not necessarily either complete or exclusive, but are general for the work to the extent such definitions or explanations are not stated more explicitly in another provision of the Contract Documents.
- C. General Explanation: A substantial amount of the Contract Document Specification language constitutes specific definitions for terms found in the other contract documents, including the drawings which must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon. Certain terms used repetitiously in the Contract Documents are defined generally in this article.
- D. General Requirements: The provisions and requirements of the performance of the work, either exclusively or in conjunction with others performing other work as part of the project.
- E. Definitions:
  - 1. Project Site: The space available to the Contractor for the performance of the work, either exclusively or in conjunction with others performing other work as part of the project.
  - 2. Provide: Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for the intended use, as applicable in each instance.
  - 3. Project Manual: Includes the bidding requirements, Conditions of the Contract, and the Specifications (Division 1 through 16).
  - 4. Related Work Specified Elsewhere: List of items under this heading in the Specifications is for convenience only and is not intended to be all-inclusive or all-exclusive, nor to the direct specific trades to perform specific work.
- F. Format Explanation: The format of principal portions of these specifications can be described as follows; although other portions may not fully comply and no particular significance will be attached to such compliance or non-compliance:
  - 1. Sections and Divisions: For convenience, the basic unit of specification text is a "section", each unit of which is named and numbered. These are organized into related families of sections, and the various families of sections are organized into "divisions", which are recognized as the present industry-consensus on uniform organization and sequencing of specifications. The section title is not intended to limit the meaning or content of the section, nor to be fully descriptive of the requirements specified therein, nor to be an integral part of the next.
  - 2. Parts: Each section of specification has been subdivided into 3 (or less) "parts" for uniformity and convenience (Part 1 - General, Part 2 - Products, and Part 3 - Execution). These do not limit the meaning of, and are not an integral part of, the text which specifies requirements.

3. Underscoring: Used strictly to assist the reader of specification text in scanning the text for key works in the content (for quick recall). No emphasis on or relative importance of text is intended where underscoring is used.
  4. Section Numbering: Sections are numbered in CSI 5 Digit System. Contract Documents sections are placed in the Project Manual in numerical sequence; however, the numbering sequence is not complete, and the listing of sections in the Project Manual must be consulted to determine the numbers and names of specification sections in the contract documents.
  5. Page Numbering: Numbered independently for each section.
- G. Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes 2 different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also the most costly) is intended and will be enforced, unless specifically detailed language written into the Contract Documents (not by way of reference to an industry standard) clearly indicates that the less stringent requirement is to be fulfilled. Refer apparently equal, but different requirements and uncertainties, as to which of 2 levels of quality is the more stringent, to the Consultant for a decision before proceeding.
- H. Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended as the minimum for the work to be performed or provided.
- I. Specialists; Assignments: In certain instances the specification text requires (or at least implies) that specific work be assigned to certain specialists or expert entities, who must be engaged for the performance of those units of work.
- J. Abbreviations: The language of the specifications and elsewhere in the Contract Documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted.

**END OF SECTION**



# REQUEST FOR INFORMATION

Project: **Roof Replacement**  
**Buildings A, B, C and F**  
**NOCCA**  
**New Orleans, Louisiana**

**RFI No.:** \_\_\_\_\_

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

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**Contractor:**

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**Brief Description:**

**Drawing No.:** \_\_\_\_\_

**Spec. Section:** \_\_\_\_\_

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**Detailed Description:**

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**Voorsanger Mathes Response:**

Note: Some of the items in this response may result in credits or additions which may become part of a future Request for Change Order

\_\_\_\_\_ This document is not an RFI and therefore is being returned to you without a response. This document has not been entered into the Projects RFI Log.

**Initialed:** \_\_\_\_\_

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

# Mathes Brierre

## ARCHITECTS

PROJECT: Roof Replacements, Bldgs A, B, C, F - New Orleans Center for Creative Arts  
 PROJECT NO: 19-673-19-02 & 01-107-18-02  
 PART NO: F.19002335 & F.01004409S  
 LOCATION: 1-36-081  
 DESIGN PROFESSIONAL: Mathes Brierre Architects  
 TOTAL NEW AREA BEING CONSTRUCTED: N/A SQF  
 TOTAL EXISTING AREA BEING RENOVATED: 43,250 SQF  
 PROJECT PHASE: : Construction Document Phase

AFC: \_\_\_\_\_

	Non-Hurricane Related	Hurricane Damages Insurance Covered	Hurricane Damages Non-Insurance Covered	Alternate #1 New Canopy C5 & Foundation at Building C
Building A State ID #12848				
Building B State ID #12849				
Building C State ID #12850				
Building D State ID #16078				
Building E - F State ID #12851				
TOTAL Project Cost				

**UNIT PRICES****SECTION 010260****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Administrative and procedural requirements for Unit Prices.
- B. Documentation of changes to Contract Sum/Price and Contract Time (if applicable).

**1.02 REQUIREMENTS**

- A. Unit prices, quoted on Bid Form as a price per unit of measurement, will be used during construction as basis for payment for added or deleted quantities of items quoted which may be required to deviate from the base bid quantities shown on the Unit Price form and the drawings. Quantities of items specifically indicated in the Unit Price form (as indicated on the drawings) shall be included in the base bid price.

**NOTE:** Where quantities are indicated on the Unit Price form, these quantities represent all required work in the Unit Price item, but does not include anticipated material waste which shall be included in the Contract Sum.

- B. Include as part of each, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not specifically mentioned as part of the Unit Price.
- C. Unit prices include all necessary materials, delivery, installation, insurance, overhead, profit and applicable taxes.
- D. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured by an independent entity.
- E. Execute accepted unit prices under the same conditions as other Work of this Contract. The contract sum will be adjusted by appropriate modification resulting from unit price quantities.

**1.03 SCHEDULE OF UNIT PRICES**

**Unit Price No. 1:** Cost to remove existing unacceptable wood roof decking and add or deduct new 3/4" APA- Rated Structural 1 Sheathing, Exposure 1 with exterior glue plywood roof decking specified in Section 06100-Carpentry at Buildings A and B and as typically indicated on the drawings; per square foot.

**Unit Price No. 2:** Cost to remove existing and add or deduct new luxury vinyl tile as specified in Section 09650- Resilient Tile Flooring and as typically indicated on the drawings; per square foot

**Unit Price No. 3:** Cost to add or deduct replacing of 2x2 acoustical ceiling panels as specified in Section 095110-Acoustical Ceilings and as typically indicated on the drawings; per square foot

**Unit Price No. 4:** Cost to add or deduct replacing of 12x12 acoustical ceiling tiles and 2 layers of gypsum board at Dance Studio at Building D as typically indicated on the drawings; per square foot



**Unit Price No. 5:** Cost to add or deduct new 5/8" gypsum board as specified in Section 092900-Gypsum Board Systems, taped and floated and painted (Section 09900) and as typically indicated on the drawings; per square foot

**Unit Price No. 6:** Cost to add or deduct, preparation of gypsum board including taped and floated and painted (Section 09900) as typically indicated on the drawings; per square foot

**Unit Price No. 7:** Cost to add or deduct, replacing rubber base new rubber base (Section 09650) and as typically indicated on the drawings, per linear foot

**Unit Price No. 8:** Cost to remove existing and add or deduct new asphalt "slate look" roofing shingle system and underlayment at Buildings A and B as specified in Section 073100-Shingle Roofing and as typically indicated on the drawings. per square foot

**Unit Price No. 9:** Cost to remove existing and add or deduct new asphalt roofing shingle system and underlayment at Building D as specified in 073100-Shingle Roofing and as typically indicated on the drawings. per square foot

**Unit Price No. 10:** Cost to add or deduct, one (1) coat of paint on existing drywall in (Section 09900) and as typically indicated on the drawings; per square foot

**Unit Price No. 11:** Cost to remove existing and add or deduct new ridge vents at shingle roofs at Buildings A & B and as typically indicated on the drawings; per linear foot

**Unit Price No. 12:** Cost to remove existing and add or deduct new metal gutters and metal drip edge gutter apron, approximately 55' above grade at Buildings E and F and as typically indicated on the drawings, per linear foot

**Unit Price No. 13:** Cost to remove existing and add or deduct new metal ridge cap at Building F and as typically indicated on the drawings, per linear foot

**Unit Price No. 14:** Cost to add or deduct, two (2) coats of paint on existing gypsum board as specified in Section 09900 and as typically indicated on the drawings; per square foot

**Unit Price No. 15:** Cost to remove existing and add or deduct new air terminals and associated cable and accessories as specified in Section 264113-Lightning Protection System for Roof Replacement, each.

**Unit Price No. 16:** Cost to remove existing and add or deduct new vinyl composition tile as specified in Section 09650- Resilient Tile Flooring and as typically indicated on the drawings; per square foot

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**ALTERNATES****SECTION 010300****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Administrative and procedural requirements for Alternates.
- B. Documentation of changes to Contract Sum/Price and Contract Time (if applicable).

**1.02 REQUIREMENTS**

- A. An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that modifies to the Base Bid amount if the owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates are additive type, unless otherwise indicated, and if accepted, will be added to the base bid amount.
  - 2. The cost for each alternate is the net addition to the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Alternates may be accepted in any order as long it does not affect the determination of the low bidder per LA R.S. 38:2212.J. Accepted alternates will be identified in the Owner-Contractor agreement.
- C. Notification: Immediately following the award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- D. Coordinate related work and modify affected surrounding work as necessary to integrate the work of each Alternate completely and fully into the project.
- E. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not specifically mentioned as part of the Alternate.
- F. Execute accepted alternates under the same conditions as other Work of this Contract.

**1.03 SCHEDULE OF ALTERNATES**

- A. **Alternate No. 1:** Added cost required to provide the new canopy complete at C5, including concrete foundation, paving, steel framing, profile metal roofing (Section 074000) and associated site drainage as indicated on the drawings.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**CUTTING AND PATCHING****SECTION 010400****PART 1 - GENERAL****1.01 SUMMARY OF WORK**

- A. Furnish all labor materials, tools, and equipment, and perform all operations necessary for cutting and patching work indicated or specified. The work involved in this section includes the following:
  - 1. Cutting and patching of existing construction to accommodate the new Work.
  - 2. Removing existing masonry and metal panels and reinstallation as required to match existing system and accommodate the new work, including installing new thru-wall flashing as indicated on the drawings.
  - 3. **Note:** Contractor is solely responsible for providing weathertightness of the new and existing building at all times during the contract time. Provide all required temporary weather protection at all new construction, and at all openings and other construction removed as indicated and also construction removed as required to accommodate the new.
- B. "Cutting-and-Patching" is hereby defined to include but is not necessarily limited to the cutting and patching of nominally completed and previously existing work, in order to accommodate the coordination of the work, or to uncover other work for access or inspection, or to obtain samples for testing, or for similar purposes.

**1.02 SUBMITTALS**

- A. Cutting and Patching Proposal: Submit a proposal describing procedures well in advance of the time cutting and patching will be performed if the Owner requires approval of these procedures before proceeding. Request approval to proceed. Include the following information, as applicable, in the proposal:
  - 1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
  - 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  - 3. List products to be used and firms or entities that will perform work.
  - 4. Indicate dates when cutting and patching will be performed.
  - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.

**1.03 QUALITY ASSURANCE**

- A. Requirements for Structural Work: Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.
- B. Visual Requirements: Cut-and-patch work in a manner which will not result in a reduction of visual qualities or in substantial evidence of the cut-and-patch work, both as judged solely by the Architect. Remove and replace work judged by the Architect to be cut-and-patched in a visually unsatisfactory manner.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. General: Except as otherwise indicated or approved by the Architect provide materials for cutting-and-patching which will result in equal-or-better work than the work being cut-and-patched, in terms of performance characteristics and including visual effect where applicable. Use the original materials where feasible and where recognized that satisfactory results can be produced thereby.
- B. Stainless steel/ Fabric Flashing: .003 inch thick Type 304 stainless steel sheet factory bonded to a layer of high tensile strength, puncture resistant polymeric fabric for self-adhering membrane with release liner
  - 1. Primer For Flashing: Type recommended by flashing manufacturer for application and existing substrates.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- D. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

### **3.02 CUTTING AND PATCHING**

- A. General: Employ skilled tradesmen to perform cutting-and-patching. Except as otherwise indicated or approved by the Architect, proceed with cutting-and-patching at the earliest feasible time, in each instance, and perform the work promptly.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.

1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
  4. 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. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  5. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
- C. Patching: Patch with seams that are as invisible as possible. Comply with specified tolerances.

### 3.03 MASONRY AND METAL PANEL REMOVAL AND REBUILDING/REINSTALLATION

- A. Carefully remove existing masonry including back up by hand at locations indicated. Cut out full units from joint to joint and in a manner to permit replacement with full size units.
1. Remove enough masonry to provide space for installation of flashings.
- B. Support and protect masonry indicated to remain which surrounds removal area.
- C. Salvage as many whole, undamaged bricks as possible. If necessary, provide new bricks to match existing.
- D. Install salvaged masonry as required to replace removed brick and to fit into bonding and coursing pattern of existing. When cutting is required, use motor driven saw designed to cut masonry with clean, sharp unchipped edges.
- E. Lay masonry with completely filled bed, head and collar joints. Butter ends with sufficient mortar to fill head joints and shave into place. Use wetting methods which ensure that units are nearly saturated but surface dry when laid. Maintain joint width for replacement units to match existing.
- F. Tool mortar joints in repaired areas to match joints in size and color of surrounding existing brickwork.
- G. Mortar shall comply with ASTM C270, Type N utilizing the Proportion Method to achieve 750 psi strength at brick.
- H. Reinstall metal panels with non-corrosive fasteners.

### 3.04 FLASHINGS

- A. Provide concealed flashing at, or above, shelf angles, lintels, ledges and other obstructions to the downward flow of water in the wall so as to divert such water to the exterior. Prepare masonry surfaces smooth and free from projections which could puncture flashing. Place through-wall flashing in a bed of mastic and cover with mortar. Seal penetrations in flashing

with mastic before covering with mortar. Extend flashings through exterior face of masonry and cut off flush with face of brick after completion of work.

- C. Extend flashing the full length of lintels and shelf angles and minimum of 4" into masonry each end. Extend flashing from exterior face of outer wythe of masonry, through the outer wythe, turned up a minimum of 4", at inner wythe and seal termination. At heads and sills turn up ends not less than 4" to form a continuous pan. Where inner wythe is interrupted by structural column, attach flashing to column face with mastic, cap with stainless steel termination bar and seal with sealant.
- D. Lap end joints minimum 6 inches and roll for good seal and no fishmouths.
- E. Install flashing manufacturer's recommended primer.

**END OF SECTION**

**PROJECT MEETINGS****SECTION 012000****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
  - 1. Pre-Construction Conference
  - 2. Pre-Installation Conferences. See attached Facility Planning & Control Recommended Agenda for Roofing Conferences included in Division O documents included in Division O documents
  - 3. Progress Meetings
  - 4. Pre-Closeout meeting at 80% project completion.
- A. The Architect shall schedule, conduct and record the contents of all meetings and distribute typed minutes to all pertinent parties in a timely manner.

**1.02 PRE-CONSTRUCTION CONFERENCE**

- A. Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than fifteen (15) days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Architect and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
  - 1. Tentative construction schedule.
  - 2. Critical Work sequencing.
  - 3. Designation of responsible personnel.
  - 4. Procedures for processing field decisions and Change Orders.
  - 5. Procedures for processing Applications for Payment.
  - 6. Distribution of Contract Documents.
  - 7. Submittal of Shop Drawings, Product Data and Samples.
  - 8. Preparation of record documents.
  - 9. Use of the premises.
  - 10. Office, Work, and storage area.
  - 11. Equipment deliveries and priorities.
  - 12. Safety procedures.
  - 13. First aid.



14. Security.
  15. Housekeeping.
  16. Working hours.
  17. Establish timing of progress meetings to coincide with monthly pay request.
- D. Submittals: Contractor will be responsible for submitting the following at the pre-construction conference:
1. Schedule of values
  2. List of major subcontractors
  3. Tentative construction schedule
  4. Critical work sequencing

### 1.03 PRE-INSTALLATION CONFERENCES

- A. Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect of schedule meeting dates.
- B. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
1. Contract Documents
  2. Options
  3. Related Change Orders
  4. Purchases
  5. Deliveries
  6. Shop Drawings, Product Data and quality control samples
  7. Possible conflicts
  8. Compatibility problems
  9. Time schedules
  10. Weather limitations
  11. Manufacturer's recommendations
  12. Compatibility of materials
  13. Acceptability of substrates
  14. Temporary facilities
  15. Space and access limitations
  16. Governing regulations
  17. Safety
  18. Inspection and testing requirements
  19. Required performance results
  20. Recording requirements
  21. Protection
- C. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.

- D. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

#### 1.04 COORDINATION MEETINGS

- A. Conduct Project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and shall address similar agenda items as the Progress Meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

#### 1.05 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project site at regularly scheduled intervals. Notify the Owner and Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: In addition to representatives of the Owner and Architect, Contractor and his Superintendent each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project to include applicable agenda items listed for the Pre-Construction Conference and as further listed below.
- D. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- E. Review the present and future needs of each entity present, including such items as:
  - 1. Interface requirements
  - 2. Time
  - 3. Sequences
  - 4. Deliveries
  - 5. Off-site fabrication problems
  - 6. Access
  - 7. Site utilization
  - 8. Temporary facilities and services

9. Hours of work
  10. Hazards and risks
  11. Housekeeping
  12. Quality and Work standards
  13. Change Orders
  14. Documentation of information for payment requests
- F. Reporting: after each progress meeting date, Architect will do minutes of the meeting and distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Minutes will include a brief summary, in narrative form, of progress since the previous meeting and report.
- G. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

**END OF SECTION**

**PAYMENT PROCEDURES****SECTION 012900****PART 1 – GENERAL****1.1 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Application for Payment. Note: See lien waiver forms following section 00520
- B. **Note** that after the bid the Contractor will be required to break down all costs per building and also work related to “Hurricane Damage Repairs covered by Insurance,” and “Hurricane Damage Repairs not covered by Insurance,” including below items listed under each building, and “Roof Replacements and Renovations,” which includes all remaining work not listed below for the Hurricane Repairs. Additionally, Contractor shall submit individual Pay Applications and Schedules of Values for each building and within each building Pay Application identify work related to “Hurricane Damage Repairs Covered by Insurance” and “Hurricane Damage Repairs Not Covered by Insurance,” and also “Roof Replacements and Renovations”. See attached Cost Matrix following this Section.

**1.2 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets, Submittals Schedule and Contractor's Construction Schedule.
  2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Submit draft of AIA Document G703 Continuation Sheets.
  3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion~ and final Application for Payment involve additional requirements.
- B. Payment Application Times: 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. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Architect will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit five (5) signed original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With final Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit waivers of lien on forms following this section entitled "Contractor Release and Waiver, executed in a manner acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors. Submit at Pre-Construction Conference.
  2. Schedule of Values. Submit at Pre-Construction Conference
  3. Contractor's Construction Schedule (preliminary if not final). Due 10 calendar days after the date of execution of the contract.
  4. Schedule of unit prices. Submit at Pre-Construction Conference.
  5. Submittals Schedule (preliminary if not final). Due 5 days after Award of Bid, but no later than the Pre-Construction Conference
  6. List of Contractor's staff assignments. Due 5 days after Award of Bid.
  7. Initial progress report due with first Application for Payment.
  8. Report of preconstruction conference. Due with first Application for Payment.
  9. As part of the pre-construction conference submittals, the Contractor shall submit the following prior to the Contractor's initial request for payment:
    - a. Fixed job site overhead cost itemized with documentation to support daily rates.
    - b. Bond Premium Rate with supporting information from the General Contractor's carrier.
    - c. 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.
    - d. Internal Rate Charges for all significant company owned equipment
- I. Application for Payment at Substantial Completion: submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  7. Final, liquidated damages settlement statement.

8. Prior to final payment (retainage) being released by the Owner, the Contractor must secure and provide the Owner with a unrestricted Use and Occupancy Certificate.

PART 2- PRODUCTS (Not Used)

PART 3- EXECUTION (Not Used)

**END OF SECTION 01290**

**SUBMITTALS****SECTION 013000****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Submittal schedule and procedures.
- B. Construction progress schedule.
- C. Proposed products list.
- D. Daily construction reports.
- E. List of Subcontractors.
- F. Shop drawings.
- G. Product data.
- H. Samples.
- I. Manufacturer's instructions.
- J. Manufacturer's certificates.
- K. Schedule of values.
- L. Change order form (see sample at end of this section latest edition. the Architect will provide the excel spreadsheet also as per CNO 12.4.
  - 1. Before a Change Order is prepared, the Contractor shall provide and deliver, to the Consultant utilizing the “State of Louisiana Facility Planning & Control Construction Contract Change Order Format and document in accordance with the included instructions. Spreadsheet and instructions can be obtained at:  
<http://www.doa.la.gov/Pages/ofpc/State/Instructions%20to%20Designers%20Word%20Files.aspx>, Item 30, Change Order Form (Excel)

**1.02 RELATED SECTIONS**

- A. Section 01700 - Project Closeout

**1.03 DEFINITIONS**

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the work will be judged.



- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not samples.

#### 1.04 SUBMITTAL SCHEDULE

- A. General: Immediately following the development and acceptance of the fully developed progress schedule, prepare a complete Submitted Schedule of work-related submittals. Submit within ten (10) days of date required for establishment of the progress schedule. Correlate submittal schedule with the requirements of Division 2 through 16.
- B. Form: Prepare schedule in chronological sequence of submittals related to dates required for the items on the site. Indicate generic description of work covered including type of submittal, related specification section numbers, name of subcontractor/vendor and required date for item to be delivered on the site. The Schedule shall contain all submittals required including shop drawings (SD), product data (PD) and samples (S). Columns for date of submittal to Architect and Architect to Contractor, resubmittal, and final release by the Architect shall be left blank for use by the Architect.
  - 1. The above Schedule will serve as a summary of work related submittal and will be used by the Architect as a submittal log.

#### 1.05 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
- B. Submission Requirements: Electronic submittals are preferred in lieu of hardcopies described within this section. Coordinate with the MBA Project Manager regarding submission electronically or via hardcopy for all submittals. Some hardcopy submittals may be required. Schedule submissions at least 45 days before dates on which reviewed submittals will be needed. Submit samples in number and size specified in each Specification Section. Accompany submittals with transmittal letter, in duplicate, containing the following:
  - 1. Date.
  - 2. Project Title and Number.
  - 3. Contractor's Name and Address.
  - 4. The number of each Shop Drawing, Project Datum and Sample submitted.
  - 5. Notification of deviations from Contract Documents.
  - 6. Other pertinent data.
  - 7. NOTE: Each individual transmittal shall only contain submittals for a single specification division, i.e. do not submit division 3 items together with division 4 items on the same transmittal.
- C. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
  - 1. Provide a space approximately 4 by 6 inches on the label or beside the title block on shop drawings to record the Contractor's and Architect's review markings and the action taken.

2. Include the following information on the label for processing and recording action taken.
  - a. Project name.
  - b. Date.
  - c. Name and address of the Architect.
  - d. Name and address of the Contractor.
  - e. Name and address of the subcontractor.
  - f. Name and address of the supplier.
  - g. Name of the manufacturer.
  - h. Number and title of appropriate specification section.
  - i. Drawing number and detail references, as appropriate.
  - j. Identification of product or material.
  - k. Relation to adjacent structure or materials.
  - l. Field dimensions, clearly identified as such.
  - m. Application standards, such as ASTM number or Federal Specification.
  - n. Identification of deviation from Contract Documents (if any).
  - o. Contractor's stamp, initialed certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
- D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor.
  1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
  2. Transmittal Form: Use the "round-robin" form at the end of this Section for transmittal of submittals.
- E. Sequentially number the transmittal forms. Resubmittals shall have original number with an alphabetic suffix.
- F. Identify Project, Contractor, subcontractor or supplier; pertinent drawing sheet and detail number(s), and specification section number.
- G. Contractor shall review all submittals. Apply Contractor's stamp, signed, or initialed certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- H. Schedule submittals to expedite the Project, and deliver to Architect at Architect's business address. Coordinate submission of related items.
- I. Contractor shall identify deviations from Contract Documents in writing and/or indicate on the submittal and on the submitted transmittal noting "Deviation". Also provide product or system limitations which may be detrimental to successful performance of the completed Work.
  1. If items, dimensions or methods submitted deviate from the Contract Documents and action is not taken by the Architect or his Consultants, this action and the deviation shall not alter the Contract sum.

- J. It is the Contractor's responsibility to submit revised details and coordinate any necessary changes in related work when the dimensions and configuration of original details (Contract Documents) are altered by substitutions of materials according to provisions for substitutions contained in the Contract Documents and/or any deviations submitted.
- K. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- L. Begin no work which requires submittals until submittals are received with Architects/Engineers stamp and initial indicating review and final unrestricted release. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

#### 1.06 ARCHITECT'S REVIEW

- A. The Architect will review submittals only for the limited purpose of checking conformance with the design concept of the project and with the information given in the Contract Documents. Review of a separate item shall not indicate approval of an assembly in which the item functions or any other related assembly.
- B. The Architect's review shall not relieve the Contractor from responsibility for errors or omissions in the submittals.
- C. The Architect's review shall not constitute approval of safety precautions or unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.
- D. The Architect's action on the stamp does not constitute acceptance of any deviations. If deviations are accepted the contract price shall not increase.
- E. Action Stamp: The architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
  - 1. Final Unrestricted Release: Where submittals are marked "Do Not Resubmit", that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
  - 2. Final-But-Restricted Release: When submittals are marked "Reviewed" and "Noted", that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
  - 3. Returned for Resubmittal: When submittal is marked "Resubmit As Noted" or "Rejected", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.

#### 1.07 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the Architect at weekly intervals:
1. List of subcontractors at the site.
  2. Approximate count of personnel at the site.
  3. High and low temperatures, general weather conditions.
  4. Accidents and unusual events.
  5. Meetings and significant decisions.
  6. Stoppages, delays, shortages, and losses.
  7. Meter readings and similar recordings.
  8. Emergency procedures.
  9. Orders and requests of governing authorities.
  10. Change Orders received, implemented.
  11. Services connected, disconnected.
  12. Equipment or system tests and start ups.
  13. Partial Completions, occupancies.
  14. Substantial Completions authorized.

#### 1.08 CONSTRUCTION PROGRESS SCHEDULES

- A. Schedule: Prepare a fully developed CPM (Critical Path Method equal to Primavera, Microsoft Projects, etc.) construction schedule in horizontal bar-chart format, to include submittal schedule, critical path items (critical remaining work) all activities linked by predecessors and successors and milestones, and other items listed below. Submit within 10 calendar days after the date of execution of the contract.
1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the "Schedule of Values".
  2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As work progresses, place a contrasting mark in each bar to indicate actual completion.
  3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, or sufficient width to show data for the entire construction period.
  4. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the work.
  5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
  6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- B. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner.
- C. Phasing: On the schedule, show how requirements for phased completion to permit work by separate Contractors and partial occupancy by the Owner affect the sequence of work.

- D. Work Stages: Indicate important stages of construction for each major portion of the work, including submittal review, testing, and installation.
- E. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the work. Indicate where each element in an area must be sequenced or integrated with other activities.
- F. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of work performed as of the dates used for preparation of payment requests.
- G. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the project meeting room and temporary field office.
  - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
- H. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

#### 1.09 PROPOSED PRODUCTS LIST

- A. Within ten (10) days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. In addition, submit the names of the manufacturers of any long lead items that would potentially impact the progress of the Work and is the Contractor's responsibility to identify these manufacturers. Unless the aforementioned information is submitted, no extensions of time will be considered if extenuating circumstances exist affecting timely product delivery. Furthermore, no payments will be made to the Contractor unless all information is furnished.
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.10 SUBCONTRACTORS

- A. Within ten (10) days of signing the Agreement or at the Pre-Construction Conference (whichever is first) submit to the Owner and Architect, in writing, the names of the persons and/or entities, (including those who furnish materials or equipment), proposed to perform the work of each portion of the Work.
- B. No payments will be made to the Contractor until all information is furnished.

#### 1.11 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Review of shop drawings by the Architect will be for general compliance with Contract Documents. No responsibility will be assumed by the Architect for correctness of dimensions, quantities or details. The Contractor shall check and verify all field measurements. The Contractor and each separate Contractor shall submit with such promptness as to cause no delay in their own work or in that of any other Contractor, shop or setting drawings, and schedules required for the work of the various trades.
- C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
  - 1. Dimensions.
  - 2. Identification of products and materials included by sheet and detail number.
  - 3. Compliance with specified standards.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurement.
  - 6. Indicate deviations from the Contract Documents.
- D. Initial Submittal: The first submittal of shop drawings to the Architect for review shall be electronic pdf file.
  - 1. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit shop drawings on sheets at least 8½" x 11" but no larger than 36 by 48 inches. If drawings require more than one 24" x 30" size sheet multiple 8½" x 11" size drawings are not acceptable and will be returned for incorporating into a larger sheet.
- E. Final Submittal: The pdf (with corrections marked thereon and stamped) will be returned to the Contractor. A subsequent pdf and print shall be resubmitted by the Contractor after correcting the original tracing, until the pdf is stamped by the Architect "No Exceptions Taken", the Contractor shall resubmit final pdf.
- F. Maintain one set of shop drawings at the project site, available for reference by the Architect, Engineer or others.
- G. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01700 - Contract Closeout.

## 1.12 PRODUCT DATA

- A. Collect and submit all required data into one submittal for each material, product or system; and mark each copy to show which choices and options are applicable to the project. Include manufacturer's standard printed recommendations for specific application and use for this project, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data at the project site, available for reference by the architect, Engineer or others.

1. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer' standard data to provide information unique to this Project. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information only. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
  2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Submit electronic pdf of each required submittal. The Architect will retain one and will return the other marked with action taken and corrections or modifications required.
1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 - Contract Closeout.

#### 1.13 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect's selection, or where indicated as "custom", submit in custom color indicated.
- C. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
- D. All such samples, colors, etc. shall be submitted in one complete package to facilitate Architects review of related materials and colors. Each sample and color grouping shall be properly labeled with project name, Architect's job number, and applicable specification section number.

#### 1.14 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

- B. The Contractor is responsible to furnish and install equipment in accordance with manufacturer's instructions and more stringent requirements when specified. If manufacturer's instructions deviate or conflict with the Contract Documents, the Contractor shall identify conflict to the Architect prior to procuring or installing equipment.

#### 1.15 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect/Engineer for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceed specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on materials or Product, but must be acceptable to Architect/Engineer.

#### 1.16 SCHEDULE OF VALUES

- A. In accordance with General Conditions. Correlate line items with other administrative schedules and forms required for the Work, including progress payment request forms (AIA Forms G703 and G702). Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Submit three (3) copies of Schedule of Values to Architect and as follows:
  - 1. Submit at Pre-Construction Conference.
  - 2. Use the Index of this Specification as the format for listing costs of work for Sections under Division 1 through 16. Use each Section number under each Division. Each section shall be subdivided into separate line items for the total cost (with overhead and profit) of separate items in Section.
  - 3. Round off cost figures to the nearest ten (10) dollars. The total of all items shall equal the total Contract Sum.

### **PART 2 - PRODUCTS**

Not Used.

### **PART 3 - EXECUTION**

Not Used.

### **END OF SECTION**



## ROUTING TRANSMITTAL

Architects Contact: \_\_\_\_\_  
 General Contr. Contact: \_\_\_\_\_  
 Mechanical Contact: \_\_\_\_\_  
 Electrical Contact: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_  
 SUBMITTAL NO: \_\_\_\_\_

TO	FROM	SENT	RECEIVED
MATHES BRIERRE ARCHITECTS			
	MATHES BRIERRE ARCHITECTS		

Enclosed please find the following: \_\_\_\_\_

Drawings Prepared By:	Copies:	Drawing No. or Title:	Resubmit	Do Not Resubmit	Resubmit As Noted	Reviewed	Noted	Rejected

REMARKS:

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Architect's review is for conformity to the design concept and for general arrangement only in accordance with the general conditions of the contract:

1. Reviewed: work may proceed.
2. Noted: work may proceed as noted – resubmit corrected drawing.
3. Resubmit: Correct and resubmit drawing before proceeding.
4. Rejected.
5. Do not resubmit.
6. Resubmittals noted.

**PROCEDURES AND QUALITY CONTROL****SECTION 014000****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the work specified in this section.

**1.02 ADMINISTRATION**

- A. Coordination: Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and Owner.
- B. Project Meetings: Conduct general progress and coordination meetings at least once each month, attended by a representative of each primary entity engaged for performance of work. Record discussions and decisions, and distribute copies to those attending and others affected including the Architect. Schedule meetings to coordinate with preparation of payment requests.
  - 1. See Section 01200 - Project Meetings.

**1.04 SUBMITTAL SCHEDULE**

- A. General: Immediately following the development and acceptance of the fully developed progress schedule, prepare a complete schedule of work-related submittals. Submit within ten (10) days of date required for establishment of the progress schedule. Correlate submittal schedule with the listing of principal subcontractors. Refer to Section 01300 and Division 2 through 16 for submittal requirements.
- B. Form: Prepare schedule in chronological sequence of "first submittals". Show category of submittal, name of subcontractor, generic description of work covered, related Specification section numbers, activity or event number on progress schedule, scheduled date for first submission, and blank columns for actual date of submittal, resubmittal, and final release by the Architect.

**1.05 RECORDING**

- A. Progress Photographs: During construction, photograph the work in progress from vantage points selected by Architect.
  - 1. Quality: digital images.
  - 2. Quantity: Photograph project once each month; and take a minimum of ten (10) shots each time, except take twenty (20) shots at time of substantial completion. Contractor should take digital photos of all existing conditions (streets, curbs, paving, driveways, sidewalks, fence, gates, trees, etc...). and submit with first Pay application

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. General: Receive, store and handle products, materials and equipment in manner which will prevent loss, deterioration and damage. Schedule deliveries to minimize long-term storage at project site. See Specification sections for specific requirements.

#### 1.06 WARRANTIES (GUARANTEES)

- A. Categories of warranties required for the work include: 1) Special project warranty (guarantee), issued by Contractor and, where required, countersigned by Installer or other recognized entity involved in performance of the work, 2) Specified product warranty, issued by manufacturer or fabricator, for compliance with requirements in Contract Documents, and 3) Coincidental product warranty, available on a product incorporated into the Work, by virtue of manufacturer's publication or warranty without regard for application requirements (non-specified warranty). Refer to sections of Divisions 2 through 16 for requirements of specified warranties.
- B. Warranty Obligations: Restore or remove-and-replace warranted work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty. Restore or remove-and-replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work. Cost of restoration or removal-and-replacement is Contractor's obligation, without regard to whether Owner has already benefitted from use of failing work.
  - 1. Reinstatement of Warranty: Upon restoration or removal-and-replacement of warranted work which has failed, reinstate the warranty by issuing newly executed form, for at least the remaining period of time of the original warranty, but for not less than half of the original warranty period.
- C. Owner's Recourse: Warranties and warranty periods do not diminish implied warranties, and do not deprive Owner of actions, rights and remedies otherwise available for Contractor's failure to fulfill requirements of the contract documents. Owner reserves right to reject coincidental product warranties considered to be conflicting with or detracting from requirements of the contract documents.

#### 1.07 INSPECTIONS AND TESTING

- A. General: Neither inspection-and-test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of Contract Documents. Provide services to inspection and testing agencies (Owner's and Contractor's), including taking and delivery of samples, patching work and similar assistance. Require engaged agencies to perform indicated testing and submit reports promptly; and to report significant observations having an important bearing on the work, to the Architect by the most expeditious means possible.
- B. Installer Inspections: Require Installer of each major unit of work to inspect substrate and conditions for installation, and to report (in writing) unsatisfactory conditions. Correct unsatisfactory conditions before proceeding. Inspect each product immediately before installation, and do not install damaged or defective products, materials or equipment.

#### 1.08 PREPARATIONS FOR INSTALLATION

- A. Pre-Installation Conference: Prior to starting installation of each major component of the Work, hold a pre-installation conference, attended by each entity involved or affected by planned installation. Include technical representatives of product manufacturers and other recognized as expert or otherwise capable of influencing success of the installation. Review significant aspects of requirements for the Work. Record discussion and distribute as plan of action.

#### 1.09 INSTALLATION, GENERAL

- A. Examination of Substrate and Conditions: Examine the substrate and the conditions under which work is to be performed. If unsatisfactory conditions are found, do not proceed with the work until these conditions have been corrected and placed in a condition recommended by the manufacturer of the items to be installed.
- B. Comply with manufacturer's printed instructions and recommendations to extent printed information is more detailed or stringent than requirements contained directly in Contract Documents.
- C. Timing: Install work during time and under conditions which will ensure best possible results, coordinated with required inspection and testing.
- D. Anchor work securely in place, properly located by measured line and level, organized for best possible uniformity, visual effect, operational efficiency, durability, and similar benefit to Owner's use. Isolate non-compatible materials from contact, sufficiently to prevent deterioration.
- E. Mount individual units of work at industry-recognized mounting heights, if not otherwise indicated; refer uncertainties to Architect before proceeding.

#### 1.10 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that the installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Architect.
  - 1. Maintain one set of complete instructions at the job site.
- B. Handle, prepare substrate, install, connect, clean, and adjust products in strict accordance with such instructions and in conformity with specified requirements.
- C. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Architect for further instructions.
- D. Do not proceed with work without clear instructions.

#### 1.11 CLEANING AND PROTECTION

- A. General: Clean each element of work at time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of substantial completion.

1. See Section 01700 - Project Closeout

#### 1.12 DEFINITIONS

- A. General: In addition to the definitions in the General and Supplementary Conditions and other locations in the Contract Documents, add the following:
  1. Provide: Furnishing of all labor and materials, equipment, transportation, installation and services required, directly or indirectly.
  2. Project Manual: Includes the bidding requirements, Conditions of the Contract, and the Specifications (Division 1 through 16).
  3. Related Work Specified Elsewhere: List of items under this heading in the Specifications is for convenience only and is not intended to be all-inclusive or all-exclusive, nor to the direct specific trades to perform specific work.

#### 1.13 REFERENCE STANDARDS

- A. General: Any reference to standards (such as ASTM, Federal Specifications, etc.), where the date is not specified, shall mean the latest edition of such standards published prior to the date of the Contract Documents. Where such a reference is made, the applicable standard is hereby made a part of the specification which refers to it to the same extent as if written out in that specification in full.

#### 1.14 SCHEDULE OF VALUES

- A. At the Pre-Construction Conference, the Contractor shall submit to the Architect a Schedule of values prepared as follows:
  1. The Schedule of Values Form of submittal shall be AIA Document G702A, Continuation Sheet.
  2. Use the Index of this Specification as the format for listing costs of work for Sections under Division 1 through 16. Use each Section number under each Division of r subtitles. Each section shall be subdivided into separate line items for the total cost (with overhead and profit) of separate items in Section.
  3. Round off cost figures to the nearest ten (10) dollars. The total of all items shall equal the total Contract Sum.

#### 1.15 COORDINATION

- A. The Contractor is responsible to coordinate construction activities included under various sections of these specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different sections of the specifications that are dependent upon each other for proper installation, connection, and operation.
  1. Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
  2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notes, reports and attendance at meetings.
  - 1. Prepare similar memoranda for the Owner regarding his separate Contractors where coordination of their work is required.
- C. Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of schedules.
  - 2. Installation and removal of temporary facilities.
  - 3. Delivery and processing of submittals.
  - 4. Progress meetings.
  - 5. Project close-out activities.
- D. Contractor shall coordinate the arrangements for all chases, openings, trenching, etc., required for the installation of the work under this contract and shall be held solely responsible for proper location of same.
- E. Where work will be installed in close proximity to other work of other trades, or where there is evidence that work will interfere with the work of the other, Contractor shall assist in resolving space conditions to make a satisfactory adjustment. If a subcontractor installs his work before coordinating with other trades, or cause interference with work of other trades, the Contractor shall implement necessary changes in the work to correct the condition without additional charge to the Owner.
- F. All questions regarding scope, cost, project schedule, or intent of the Documents shall be initiated with the Architect. The Contractor's performance of any Work at the direction of others, without the prior authorization of the Architect or another Owner's designated representative, will be at the Contractor's risk.

**END OF SECTION**

**TESTING LABORATORY SERVICES****SECTION 014100****PART 1 - GENERAL****1.01 SELECTION AND PAYMENT:**

- A. The Owner will select and will pay for the services of an independent testing laboratory to perform inspections and test of materials and constructions as hereinafter specified and/or as specified in other sections of the specifications or as shown on the Drawings, except that in the event a test failure the Contractor shall pay for retesting.

**1.02 RELATED SECTIONS**

- A. Division 3 - Concrete
- B. Division 5 – Steel
- C. Division 31 - Earthwork

**1.03 RESPONSIBILITY OF CONTRACTOR**

- A. Selection of the laboratory by the Owner or failure of Owner to perform testing in no way relieves the Contractor of his responsibility to furnish materials and construction in full compliance with the project plans and specifications. The Contractor accepts all processes, materials and their use which are approved by the testing laboratory unless the Contractor protests in writing prior to the approval by the testing laboratory.

**1.04 COOPERATION OF CONTRACTOR**

- A. The Contractor shall cooperate with the laboratory and make available, without cost, samples of materials to be tested.
- B. Furnish such nominal labor and sheltered working space as is necessary to obtain samples at the project.
- C. Advise the laboratory of the identity of material sources and instruct the suppliers to allow tests or inspections by the laboratory.
- D. Notify the laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel. Notification shall be not less than 48 hours in advance or as directed by the Architect.

**1.05 REJECTION OF MATERIALS**

- A. The laboratory shall reject any materials which are not in full conformance with specifications, and promptly notify the Architect. The Architect shall notify the Contractor promptly of such rejections. Any materials rejected by the laboratory shall not be incorporated in the work without prior written approval of the Architect.

**1.06 TEST METHODS**

- A. Tests and inspections shall be conducted in accordance with the requirements of these specifications or, if not herein specified, in accordance with latest ASTM, ACI, or other recognized authorities.

#### 1.07 TEST REPORTS

- A. The laboratory shall submit written reports of each test and inspection made to the Architect, Engineer and Contractor, suppliers of tested products and to such other parties the Architect may specify.

#### 1.08 ADDITIONAL TESTS

- A. The Architect reserves the right to require additional tests to those specified or upon materials not herein specified for testing. If such tests are necessary because of apparently defective materials or workmanship, the cost of these additional tests shall be borne by the Contractor.

#### 1.9 DESCRIPTION OF TESTS AND INSPECTION

- A. Concrete: The laboratory shall continuously monitor the delivery and placing of ready-mix concrete for compliance with the Drawings and the Specifications. The laboratory representative shall report any substandard concrete operations as soon as practicable. Laboratory shall comply with the requirements of ACI 301, Chapter 16. See Section 033000 for testing requirements
  - 1. Mix Design: In advance of concrete operations, materials proposed for use in concrete shall be sampled and tested to determine their compliance with the Specifications. Mix proportions shall be established by the Contractor for each strength and type of concrete and shall submit same to Laboratory. Laboratory shall review mix designs for compliance with the Specifications.
  - 2. Testing procedures shall be in accordance with the following:
    - a. Slump test, ASTM C143
    - b. Sampling, ASTM C172
    - c. Cylinder specimens, ASTM C31
    - d. Compression tests, ASTM C39
    - e. Criteria for acceptance, ACI 301 Chapter 17
    - f. Air content, ASTM C173 or C231
    - g. Obtaining and testing drilled cores and sawed beams of concrete, ASTM C42
    - h. Unit weight test, ASTM C138
    - i. Temperature of freshly mixed concrete, ASTM C1064
  - 3. No testing laboratory services will be required for concrete in structurally unsupported sidewalks.
- B. Reinforcing Steel: The laboratory shall check mill test reports and monitor the placing of all reinforcing steel for compliance with the Specifications.
- C. Structural Steel,: The testing laboratory shall visually inspect all connections to determine quality, size, and compliance with reviewed erection drawings. Where the quality of a weld is in question, the Architect will be advised. The Contractor may then be required to remove and reweld the connection or if the Contractor desires, he may have the weld inspected further by radiography. The cost of this radiography inspection will be borne by the Contractor whether or not the weld is acceptable. See Section 051200 for testing requirements



1. All welders shall be approved by the laboratory in accordance with American Welding Society Standards and qualified for the type of welding which they will perform. All field butt welds shall be witnessed by the laboratory while being welded. All field but welds shall be ultrasonic tested.
  2. If high-strength bolts are used, the testing laboratory shall inspect the high-strength bolt connections in accordance with the requirements set forth in "Specifications for Structural Joints Using ASTM A325 Bolts", by the American Institute of Steel Construction.
- D. Grout: For every 5,000 sq. ft of wall area placed, grout strength shall be tested with a set of cubes in accordance with ASTM C1019.
- E. Soil Compaction: The Testing Laboratory shall obtain a sample of soil to be used as fill or backfill material and perform a sieve analysis test and a Moisture-Density Relation analysis per ASTM D698 to determine optimum moisture content and maximum density in accordance with Section 31200 - Earthwork

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS****SECTION 01500****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, and sanitary facilities.
  - 1. The Owner will make available and pay all metered cost of temporary power and water.
  - 2. Contractor shall provide toilet and wash facilities for all construction personnel at location approved by NOCCA.
- B. Temporary Controls: Barriers, protection of the Work, and water control.
- C. Construction Facilities: Progress cleaning, project signage.
- D. Provide temporary 6' tall chain-link fencing (orange plastic fencing not acceptable) to completely isolate Work Area(s) from existing adjacent school facilities where the public and students may be present. Gates are to be avoided if possible; if not they must be capable of being padlocked from school side. All Contractor and subcontractor personnel must wear company badges and/or uniform shirts and/or similar apparel that somehow identifies their employer whenever they are on-site.
- E. **Note:** Contractor is solely responsible for providing weathertightness of the existing buildings at all times during the contract time. Provide all required temporary weather protection at all removal and new construction

**1.02 RELATED SECTIONS**

- A. Section 01700 - Contract Closeout: Final cleaning.

**1.03 QUALITY ASSURANCE**

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
  - 1. Building Code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police, Fire Department and Rescue Squad Rules.
  - 5. Environmental protection regulations.
- B. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

#### 1.04 TEMPORARY ELECTRICITY

- A. Use of existing power service is permitted.
- B. Provide temporary electric feeder from existing electrical service if required. Contractor shall verify existing capacity and power consumption shall not disrupt Owner's need for continuous service.
- C. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction-type power cords.

#### 1.05 TEMPORARY LIGHTING

- A. Provide and maintain lighting for construction operations to achieve an adequate lighting level.
- B. Permanent building lighting may be utilized during construction.
- C. Provide adequate artificial lighting for all areas of work when natural light is not adequate for work, and for areas accessible to the public.

#### 1.06 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide toilet and wash facilities outside of the building for his personnel.

#### 1.07 TEMPORARY WATER

- A. Water Service: Use of existing water service is permitted. Provide distribution piping of sizes and pressures adequate for construction as required.

#### 1.08 PROTECTION OF WORK

- A. Protect the Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and openings.
- D. Protect finished floors, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Barricades, Warning Signs and Lights: Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.

#### 1.09 SECURITY

- A. Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft and prevent students and the public from entering the work areas.
- B. Coordinate with the Owner for security procedures.

#### 1.10 STAGING AND ACCESS TO THE SITE

- A. The Contractor may use areas for staging and stockpiling of materials within the area of limits for the Work as approved by the Owner.
- B. Ingress and egress to the site shall not interfere with adjacent properties and activities of the Owner's personnel.
- C. Prohibit access to the work area by unauthorized personnel.
- D. Upon completion of the project and prior to the final payment, the Contractor shall restore the areas of the site used for his operations to their original condition prior to start of the work.

#### 1.11 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from site weekly and dispose off-site.

#### 1.12 FIELD OFFICES

- A. Provide an office space of sufficient size to accommodate required office-type personnel at the project site, with work stations properly furnished and adequately equipped to accommodate plan layout, and plan and shop drawing filing.

#### 1.13 MISCELLANEOUS PROVISIONS

- A. Temporary Signs: Prepare project identification and other signs; install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.
- B. .Project Identification Signs: Engage an experienced sign painter to apply graphics. Sign shall be 8' x 8' exterior grade A-face plywood on 4' x 4' treated wood post.
  - 1. Sign shall contain the information listed below:
    - a. Name of Project including all information on Project Manual cover except the site code and state ID.
    - b. Name of Owner and its officials
      - Governor (in 6 inch letters)
      - Commissioner of Administration
      - Director of Facility Planning and Control
    - c. Name of Architect.

- d. Name of Consultants.
- e/. Name of General Contractor

#### 1.14 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

#### **PART 2 - PRODUCTS**

Not Used

#### **PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**MATERIALS AND EQUIPMENT****SECTION 016000****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.

**1.02 PRODUCTS**

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.
- D. The name of certain brand, make, manufacturer, or definite specification is utilized only to denote the quality standard of product desired and the bidder is not restricted to the specific brand, make, manufacturer, or definite specification named. The specific brand, make, manufacturer, or definite specification named is used only to convey to prospective bidders the general style, type, character and quality of product desired. Equivalent products will be acceptable if preapproved by the professionally employed engineer for this project.

**1.03 TRANSPORTATION AND HANDLING**

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.
- C. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
- D. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

#### 1.04 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

#### **PART 2 - PRODUCTS**

Not Used

#### **PART 3 - EXECUTION**

Not used

#### **END OF SECTION**

**Mathes Brierre**  
ARCHITECTS

# Request For Substitution

(Not for Prior Approvals)

**Project: Roof Replacement**  
**Building A, B C & F**  
**NOCCA New, Louisiana**

**Project No. 12038**

**Sub. No. \_\_\_\_\_**

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

**Contractor:** \_\_\_\_\_

**Brief Description:** \_\_\_\_\_

**Drawing No. \_\_\_\_\_**

**Spec. Section \_\_\_\_\_**

**Detailed description of why substitution is beneficial:** \_\_\_\_\_

**Architect Response:** \_\_\_\_\_

**Note:** Some of the items in this response may result in credits or additions which may become part of a future Request for Change Order.

**Initialed:** \_\_\_\_\_

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



# Mathes Brierre

## ARCHITECTS

PROJECT: Roof Replacements, Bldgs A, B, C, F - New Orleans Center for Creative Arts  
 PROJECT NO: 19-673-19-02 & 01-107-18-02  
 PART NO: F.19002335 & F.01004409S  
 LOCATION: 1-36-081  
 DESIGN PROFESSIONAL: Mathes Brierre Architects  
 TOTAL NEW AREA BEING CONSTRUCTED: N/A SQF  
 TOTAL EXISTING AREA BEING RENOVATED: 43,250 SQF  
 PROJECT PHASE: : Construction Document Phase

AFC: \_\_\_\_\_

	Non-Hurricane Related	Hurricane Damages Insurance Covered	Hurricane Damages Non-Insurance Covered	Alternate #1 New Canopy C5 & Foundation at Building C
Building A State ID #12848				
Building B State ID #12849				
Building C State ID #12850				
Building D State ID #16078				
Building E - F State ID #12851				
TOTAL Project Cost				

**PROJECT CLOSEOUT****SECTION 017000****PART 1 - GENERAL****1.01 DESCRIPTION OF WORK**

- A. Furnish all labor, materials, tools, and equipment, and perform all operations necessary for project closeout work indicated or specified.

**1.02 DEFINITIONS**

- A. Closeout is hereby defined to include general requirements near the end of Contract Time, in preparation for final acceptance, final payment, normal termination of Contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in specification sections.

**1.03 PREREQUISITES TO SUBSTANTIAL COMPLETION**

- A. General: Prior to requesting Architect's inspection, as required by General Conditions, complete the following, and list known exceptions in request. Furthermore, issuance of certificate of acceptance and Architect's final inspection is contingent on completion of all the following:
  - 1. In the progress payment request that coincides with, or first request following substantial completion date claimed, show portion of work claimed as "accepted" or list incomplete items, dollar value of incomplete items, and reasons for being incomplete.
  - 2. Submit statement showing accounting of changes to the Contract Sum.
  - 3. Deliver to Owner tools, spare parts, extra stocks of material, and similar physical items as specifically mentioned in individual specification sections.
  - 4. Complete start-up testing of systems and instructions of Owner's operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
  - 5. Complete final cleaning up requirements.
  - 6. Touch-up and otherwise repair and restore marred exposed finishes.
  - 7. Submit all warranties, lightning protection certificate, workmanship/maintenance bonds, maintenance agreements, final inspection certifications, record (as-built) drawings, maintenance and operating manuals, final project photographs (if any) and similar documents.
    - a. Note: All above closeout documents must be submitted at one time and be all inclusive.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of incomplete requirements. The Architect will prepare Recommendation of Acceptance following inspection, or advise the Contractor of construction that must be completed or corrected (the Architect's "Punch List") before the certificate will be issued.
  - 1. The Architect will repeat inspection one time when requested and assured that the Work has been substantially completed.

2. Results of the completed inspection will form the basis of requirements for final acceptance.

#### 1.04 PREREQUISITES TO FINAL ACCEPTANCE

- A. General: Prior to requesting Architect's final inspection for final payment, as required by General Conditions, complete the following. List known exceptions (if any) in request. Furthermore, issuance of certificate of final acceptance is contingent on completion of all the following:
  1. Submit occupancy and use permit.
  2. Submit final payment request with final releases and supporting documentation not previously submitted and accepted.
  3. Submit updated final statement, accounting for additional (final) changes to the Contract Sum.
  4. Submit copy of final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.
  5. Submit statement of any continuing insurance coverage.
  6. Submit consent of surety.
- B. Reinspection Procedure: Upon receipt of Contractor's notice that work has been completed, including punch list items resulting from earlier inspections, and excepting incomplete items delayed because of unacceptable circumstances Architect will reinspect work. Upon completion of reinspection, Architect will either prepare certificates of final acceptance or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance for final acceptance. If necessary, procedure will be repeated.
  1. Should the Architect be required to make two (2) final inspections and he finds that the Work is still incomplete, then the cost of additional Architect's inspections shall be paid for by the Contractor. The aforementioned Architect's compensation will be withheld from the next payment.

#### 1.05 RECORD DOCUMENT SUBMITTALS

- A. General: Specific requirements for record documents are indicated in individual sections of these Specifications. Other requirements are indicated in General Conditions, with additional provisions indicated in Division 15 and Division 16 for mechanical and electrical work, respectively. General submittal requirements are indicated in the Section 01300. Do not use record documents for construction purposes; protect from deterioration and/or loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record (As-Built) Drawings: Submit one set of black lines in clean, undamaged condition and CAD electronic drawing files (version 2005) on CD media of Contract Drawings and shop drawings, modified to show actual installations which vary substantially from the work as originally shown. Modify whichever drawing is most capable of showing "field" conditions fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on Contract drawing. All electronic files of contract drawings transmitted to the contractor for his use for shop drawings for this project will require execution of AIA document C-106-2007, Digital Data Licensing Agreement

1. Mark-up new information which is recognized to be of importance to Owner, but was for some reason not shown on either concealed work, which would difficult to measure and record at a later date. Note related change order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set.
2. As-builts shall be updated regularly, at least as frequently as the progress meeting, and not at the end of the project.
3. Contractor shall pay all reproduction, handling and delivery costs.
4. Contractor shall stamp date and sign each record (as-built) drawing indicating his certification of as-built conditions. The stamp shall read "RECORD AS-BUILT DRAWINGS".

C. Maintenance and Operating Manuals:

1. Provide one (1) hard paper copy and one (1) digital copy on disk.
2. Organize Maintenance and Operations Manuals into suitable sets of manageable size, and bind into individual binders properly identified and indexed sections, bind each manual of each set in a heavy-duty 2", 3-ring vinyl-covered binder, and include pocket folders for folded sheet information. Provide a minimum of three (3) sets.

In addition, the Operating and Maintenance Manuals shall include but shall not be limited to the following:

- a. The project title, date of acceptance, names of Architect, General Contractor, subcontractors (associated with the installation of items included in the manual) should be clearly identified on the front cover along with addresses and telephone numbers.
- b. There shall be an index in front of the manual giving the divisions for major equipment groups and a list of subdivision within the groups.
- c. The major divisions should have indexed tabs at the front of each one.
- d. Originals, and legible copies of manufacturers data sheets.
- e. With the data sheets for each equipment item, attach any parts list, sequence of operations, maintenance requirements, and associated certificates or warranties.
- f. Include copies of shop drawings.
- g. Any equipment data which covers different models, options, system configurations, etc., should be clearly marked and highlighted to identify which was installed.

D. Lightning Protection

1. Submit the LPI – Reconditioned Master Installation Certificate

## PART 2 - PRODUCTS

Not Applicable.

## PART 3 - EXECUTION

### 3.01 CONTINUING INSPECTIONS

- A. General: Except as otherwise required by specific warranties, agreements to maintain, workmanship/maintenance bonds, and similar continuing commitments, comply with Owner's

requests to participate in inspections at end of each time period of such continuing commitments. Participate in general inspection of the work approximately one (1) year beyond date(s) of substantial completion.

### 3.02 FINAL CLEANING

- A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
  - 1. Remove labels that are not permanent labels.
  - 2. Remove debris and surface dust from limited-access spaces including roofs, and similar spaces.
  - 3. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface

**END OF SECTION**

**CAST-IN-PLACE CONCRETE****SECTION 033000****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. Scope: The work to be done under this section of the specifications includes all labor, materials, equipment, and services necessary for cast-in-place concrete including formwork, reinforcing, mix design, placement procedures, finishes, as indicated on drawings and herein specified.

**1.03 CAST-IN-PLACE CONCRETE: Includes the following:**

- A. Foundations and footings.
- B. Slabs-on-grade.
- C. Foundation walls.
- D. Equipment pads and bases.
  - 1. Include all concrete pads and supports for mechanical and electrical equipment where indicated. Unless otherwise shown, these pads shall include concrete of the size required to support the equipment purchased and 500 lbs. of reinforcing steel per cubic yard of concrete.

**1.04 SUBMITTALS**

- A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others if requested by Architect.
- C. Shop drawings for reinforcement detailing fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, bent bar diagrams, and arrangement of concrete reinforcement. Include special reinforcing required for openings through concrete structures. Reproductions made from contract documents will not be allowed. Submit one (1) electronic print for review and comment. The Engineer will have up to ten (10) working days from the time of receipt of the submittal to complete his review and return the submittal to the Architect. Review of shop drawings by the Architect/Engineer will be for general compliance with contract documents. No responsibility will be assumed for correctness of dimensions, and quantities.

- D. Samples of materials as requested by Architect, including names, sources, and descriptions.
- E. Laboratory test reports for concrete materials and mix design test.
- F. Material certificates in lieu of material laboratory test reports when permitted by Architect. Material certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with or exceeds specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

## 1.05 QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:
  - 1. American Concrete Institute (ACI) 301-10, "Specifications for Structural Concrete for Buildings."
  - 2. ACI 318, "Building Code Requirements for Reinforced Concrete," current edition.
  - 3. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice," current edition.
- B. Concrete Testing Service: The Owner will employ a testing agency to perform material evaluation tests and to review concrete mix designs for compliance with the Contract Documents.
  - 1. The testing lab shall be in compliance with ASTM E 329 "Standard Specification for Agencies Engaged in Construction Inspection and/or Testing" and ASTM C 1077 "Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation".
  - 2. The testing laboratory shall submit a certificate of accreditation and the scope of accreditation that indicates compliance with the above standards.
- C. Materials and installed work may require testing and retesting at any time during progress of Work. Retesting of rejected materials for installed Work shall be done at Contractor's expense.

## PART 2 - PRODUCTS

### 2.01 FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or another acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Form Release Agent: Provide commercial formulation form release agent with a maximum of 350 g/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
- D. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties designed to prevent form deflection and to prevent spalling of concrete upon removal. Provide units that will leave no metal closer than 1-1/2 inches to the plane of the exposed concrete surface.

## 2.02 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60.
- B. Steel Wire: ASTM A1064, plain, cold-drawn steel.
- C. Welded Wire Fabric: ASTM A 1064, welded steel wire fabric. Flat sheets only. Rolls are not permitted.
- D. Deformed-Steel Welded Wire Fabric: ASTM A1064.
- E. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar-type supports complying with CRSI specifications.
  - 1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
  - 2. For exposed-to-view concrete surfaces where legs of supports are in contact with forms, provide supports with legs that are protected by plastic (CRSI, Class 1).

## 2.03 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II.
  - 1. Use one brand of cement throughout Project unless otherwise acceptable to Architect.
- B. Normal-Weight Aggregates: ASTM C 33 and as specified. Provide aggregates from a single source for exposed concrete.
  - 1. For exposed exterior surfaces, do not use fine or coarse aggregates that contain substances that cause spalling.
  - 2. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Architect.



- C. Lightweight Aggregates: ASTM C 330.
- D. Water: Potable.
- E. Admixtures, General: Provide concrete admixtures that contain not more than 0.1 percent chloride ions.
- F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
- G. Water-Reducing Admixture: ASTM C 494, Type A.
- H. High-Range Water-Reducing Admixture: ASTM C 494, Type approved by Architect.
- I. Water-Reducing, Accelerating Admixture: ASTM C 494, Type C or E.
- J. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.

## 2.04 RELATED MATERIALS

- A. Vapor Barrier: Vapor barrier shall have all of the following qualities:
  - 1. Maintain permeance of less than 0.01 Perms [grains/(ft<sup>2</sup> · hr · inHg)] as tested in accordance with mandatory conditioning tests per ASTM E1745 Section 7.1 (7.1.1-7.1.5).
  - 2. Other performance criteria:
    - a. Strength: ASTM E1745 Class A.
    - b. Thickness: 15 mils minimum
  - 3. Provide third party documentation that all testing was performed on a single production roll per ASTM E1745 Section 8.1
  - 4. Warranty: (a) compliance with the designated ASTM E1745 classification, and (b) no manufacturing defects in the product for, at least, the Life of the Building.
  - 5. Basis of design product shall be “Stego Wrap Vapor Barrier (15-mil)” by Stego Industries LLC. Other approved products include “Vaporguard” by Reef Industries, “PMPC” by WR Meadows.
  - 6. The following accessory products shall be by the approved vapor barrier product manufacturer and as required per manufacturer instructions to achieve the vapor barrier system warranty. Accessory products by manufacturers other than the approved vapor barrier manufacturer are not allowed:
    - a. Seam tape
    - b. Penetration mastic and tape
    - c. Perimeter/terminated edge seal tape and bar
    - d. Penetration prevention products
    - e. Vapor barrier-safe screed system
- B. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.

- C. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.
  - 1. Waterproof paper.
  - 2. Polyethylene film.
  - 3. Polyethylene-coated burlap.
- D. Liquid Membrane-Forming Curing Compound: Liquid-type membrane-forming curing compound complying with ASTM C 309, Type I, Class A. Moisture loss not more than 0.55 kg/sq. meter when applied at 200 sq. ft./gal.
  - 1. Provide material that has a maximum volatile organic compound (VOC) rating of 350 g per liter.
- E. Water-Based Acrylic Membrane Curing Compound: ASTM C 309, Type I, Class B.
- F. Evaporation Control: Monomolecular film-forming compound applied to exposed concrete slab surfaces for temporary protection from rapid moisture loss.
- G. Underlayment Compound: Free-flowing, self-leveling, pumpable, cement-based compound for applications from 1 inch thick to feathered edges.
- H. Bonding Agent: Polyvinyl acetate or acrylic base.
- I. Epoxy Adhesive: ASTM C 881, two-component material suitable for use on dry or damp surfaces. Provide material type, grade, and class to suit Project requirements.
- J. Waterstops: Bentonite type, Volclay RX-101RH by CETCO, or approved equal.

## 2.05 PROPORTIONING AND DESIGNING MIXES

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. For the trial batch method, use an independent testing agency acceptable to Architect for preparing and reporting proposed mix designs. The independent testing agency shall review and approve the proposed mix design.
- B. Submit written reports to Architect of each proposed mix for each class of concrete at least 15 days prior to start of Work. Do not begin concrete production until proposed mix designs have been submitted to Architect.
- C. Design mixes to provide normal weight concrete or light weight concrete with the 28-day compressive strength as indicated on drawings.
- D. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
  - 1. Not more than 4 inches.

- E. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, as accepted by Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Architect before using in Work.

## 2.06 ADMIXTURES

- A. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
- B. Use accelerating admixture in concrete slabs placed at ambient temperatures below 40 deg F (10 deg C) and falling.

## 2.07 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with requirements of ASTM C 94, and as specified.
  - 1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes. Ice can be added to concrete so that delivery time can remain at 1-1/2 hours.

# PART 3 - EXECUTION

## 3.01 GENERAL

- A. Coordinate the installation of joint materials, vapor retarder/barrier, and other related materials with placement of forms and reinforcing steel.

## 3.02 FORMS

- A. General: Design, erect, support, brace, and maintain formwork to support vertical, lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances and surface irregularities complying with the following ACI 347 limits:
  - 1. Provide Class A tolerances for concrete surfaces exposed to view.
  - 2. Provide Class C tolerances for other concrete surfaces.

- B. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in the Work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent cement paste from leaking.
- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like for easy removal.
- D. Formwork for Grade Beams and Pile Caps: Provide vertical formwork at the perimeter of grade beams and pile caps. Contractor shall install formwork as described here-in to ensure plumbness of cast vertical surfaces.
- E. Provide temporary openings for clean-outs and inspections where interior area of formwork is inaccessible before and during concrete placement. Securely brace temporary openings and set tightly to forms to prevent losing concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- F. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- G. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.
- H. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before placing concrete. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

### 3.03 VAPOR RETARDER/BARRIER INSTALLATION

- A. Install vapor barrier in accordance ASTM E1643.
  - 1. Unroll vapor barrier with the longest dimension parallel with the direction of the concrete placement and face laps away from the expected direction of the placement whenever possible.
  - 2. Vapor barrier shall be neatly placed. Follow the profile of the bottom of the slab and beams, and be in intimate contact with the fill. Stop at impediments such as piles, dowels, and waterstops.
  - 3. If arranging placement of vapor barrier perimeter/edge seals prior to placement of concrete, seal vapor barrier to scheduled wet-cast slab perimeter/edge using Manufacturer's recommended adhesive product designed for this use, and remove dirt, debris, and mud from this adhesive product prior to concrete placement.
  - 4. Seal vapor barrier to footing/grade beam with double sided tape, termination bar, or both.

5. Overlap joints 6 inches and seal with manufacturer's tape.
6. Apply tape to a clean and dry vapor barrier.
7. Seal all penetrations (including pipes) per manufacturer's instructions.
8. No penetration of the vapor barrier is allowed except for reinforcing steel and permanent utilities.
9. Repair damaged areas by cutting patches of vapor barrier, overlapping damaged area 6 inches and taping all sides with tape.
10. Extend vapor barrier to the perimeter of the slab. If practicable, terminate it at the top of the slab, otherwise (a) at a point acceptable to the structural engineer or (b) where obstructed by impediments, such as dowels, waterstops, or any other site condition requiring early termination of the vapor barrier. At the point of termination, seal vapor barrier to the slab itself using Stego Crete Claw Tape, per manufacturer's instructions.
11. Use reinforcing bar supports with base sections that eliminate or minimize the potential for puncture of the vapor barrier.

### 3.04 PLACING REINFORCEMENT

- A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as specified.
  1. Avoiding cutting or puncturing vapor retarder/barrier during reinforcement placement and concreting operations. Repair damages before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as approved by Architect.
- D. Place reinforcement to maintain minimum coverages as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
  1. Install only flat sheets. Rolls are not permitted.
- F. Where not specifically detailed on the drawings, support slab top reinforcing bars with continuous #4 reinforcing bars. Slab top reinforcing bars less than 6 feet in length shall have two support bars and slab top reinforcing bars greater than 6 feet in length shall have support

bars spaced at no more than 3'-0" o.c. These bars shall be equally spaced along the length of the slab top reinforcing bars.

### 3.05 JOINTS

- A. Construction Joints: Locate and install construction joints so they do not impair strength or appearance of the structure, as acceptable to Architect.
- B. Provide keyways as indicated on drawings or at least 1-1/2 inches deep in construction joints in walls and slabs and between walls and footings. Bulkheads designed and accepted for this purpose may be used for slabs.
- C. Provide waterstops at all construction joints in areas indicated on the drawings.
- D. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as indicated otherwise. Do not continue reinforcement through sides of strip placements.
- E. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.

### 3.06 INSTALLING EMBEDDED ITEMS

- A. General: Set and build into formwork anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached.
- B. Forms for Slabs: Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and contours in finished surfaces. Provide and secure units to support screed strips using strike-off templates or compacting-type screeds.

### 3.07 PREPARING FORM SURFACES

- A. General: Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.
  - 1. Do not allow excess form-coating material to accumulate in forms or come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply according to manufacturer's instructions.
  - 2. Coat steel forms with a nonstaining, rust-preventative material. Rust-stained steel formwork is not acceptable.

### 3.08 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. General: Comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.
  - 1. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened sufficiently to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation at its final location.
- C. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
  - 1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete complying with ACI 309.
  - 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix to segregate.
- D. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until completing placement of a panel or section.
  - 1. Consolidate concrete during placement operations so that concrete is thoroughly worked around reinforcement, other embedded items and into corners.
  - 2. Bring slab surfaces to correct level with a straightedge and strike off. Use bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
  - 3. Maintain reinforcing in proper position on chairs during concrete placement.
  - 4. Floor Slab Tolerance: Floor finish tolerances of floor slabs shall conform to the requirements of the specified finish floor manufacturers, and in accordance with ACI 117 and ASTM E 1155 Standard Method for Determining Floor Flatness and Levelness using the F-Number System. Finish floor tolerances shall meet the requirements of "flat" as described in ACI 117, unless a more stringent tolerance is required by a finish floor installation.
- E. Cold-Weather Placement: Comply with provisions of ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
- F. Hot-Weather Placement: When hot weather conditions exist that would impair quality and strength of concrete, place concrete complying with ACI 305 and as specified.

1. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Architect.

### 3.09 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: Provide a rough-formed finish on formed concrete surfaces not exposed to view in the finished Work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.
- B. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces to be exposed to view, covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, or another similar system. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections. These projections shall be completely removed and smoothed. Repair all other surface defects in accordance with Concrete Surface Repairs, as specified herein.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces.

### 3.10 MONOLITHIC SLAB FINISHES

- A. Scratch Finish: Apply scratch finish to monolithic slab surfaces to receive concrete floor topping or mortar setting beds for tile, Portland cement terrazzo, and other bonded applied cementitious finish flooring material, and where indicated.
- B. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as specified; slab surfaces to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo; and where indicated.
  1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.



- C. Trowel Finish: Apply a trowel finish to monolithic slab surfaces exposed to view and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or another thin film-finish coating system.
  - 1. After floating, begin first trowel-finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance.
- D. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply a trowel finish as specified, then immediately follow by slightly scarifying the surface with a fine broom.
- E. Nonslip Broom Finish: Apply a nonslip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
  - 1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

### 3.11 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as specified to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

### 3.12 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer's instructions after screeding and bull floating, but before power floating and troweling.

1. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.
- B. Curing Methods: Cure concrete by curing compound, by moist curing, by moisture-retaining cover curing, or by combining these methods, as specified.
  1. Provide moisture curing by the following methods:
    - a. Keep concrete surface continuously wet by covering with water.
    - b. Use continuous water-fog spray.
    - c. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with a 4-inch lap over adjacent absorptive covers.
  2. Provide moisture-retaining cover curing as follows:
    - a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  3. Apply curing compound on exposed interior slabs and on exterior slabs, walks, and Curb as follows:
    - a. Apply curing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared). Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
    - b. Use membrane curing compounds that will not affect surfaces to be covered with finish materials applied directly to concrete.
- C. Curing Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for the full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- D. Curing Unformed Surfaces: Cure unformed surfaces, including slabs, floor topping, and other flat surfaces, by applying the appropriate curing method.
  1. Final cure concrete surfaces to receive finish flooring with a moisture-retaining cover, unless otherwise directed.

### 3.13 REMOVING FORMS

- A. General: Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form-removal operations, and provided curing and protection operations are maintained.
- B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.
- C. Comply with ACI 301-10, Chapter 2, Article 2.3.3 – Reshoring and Backshoring.

### 3.14 REUSING FORMS

- A. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable. Apply new form-coating compound as specified for new formwork.
- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable.

### 3.15 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removing forms, when acceptable to Architect.
- B. Mix dry-pack mortar, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing.
  - 1. Cut out honeycombs, rock pockets, voids, and holes left by tie rods and bolts down to Solid concrete but in no case to a depth less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with bonding agent. Place patching mortar before bonding agent has dried.
  - 2. For surfaces exposed to view, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Provide test areas at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

- C. Repairing Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes and fill with dry-pack mortar or precast cement cone plugs secured in place with bonding agent.
  - 1. Repair concealed formed surfaces, where possible, containing defects that affect the concrete's durability. If defects cannot be repaired, remove and replace the concrete.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface tolerances specified for each surface and finish. Correct low and high areas as specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having the required slope.
  - 1. Repair finished unformed surfaces containing defects that affect the concrete's durability. Surface defects include crazing and cracks in excess of 0.01 inch wide or that penetrate to the reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycombs, rock pockets, and other objectionable conditions.
  - 2. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.
  - 3. Correct low areas in unformed surfaces during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete. Proprietary underlayment compounds may be used when acceptable to Architect.
  - 4. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose reinforcing steel with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

### 3.16 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. General: The Owner will employ a testing agency to perform tests and to submit test reports.
- B. Sampling and testing for quality control during concrete placement shall include the following, as directed by Architect.
  - 1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
  - 2. Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
  - 3. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231, pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.

4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4 deg C) and below, when 80 deg F (27 deg C) and above, and one test for each set of compressive-strength specimens.
  5. Compression Test Specimen: ASTM C 31; one set of four standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.
  6. Compressive-Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yd. plus additional sets for each 50 cu. yd. more than the first 25 cu. yd. of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.
- C. When frequency of testing will provide fewer than five strength tests for a given class of concrete, conduct testing from at least five randomly selected batches or from each batch if fewer than five are used.
- D. Test results will be reported in writing to Architect, Structural Engineer, ready-mix producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, slump, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
- F. Additional Tests: The testing agency will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Architect. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

**END OF SECTION**

**STRUCTURAL STEEL****SECTION 051200****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. Scope: This Section includes fabrication and erection of structural steel work, as shown on drawings including schedules, notes, and details showing size and location of members, typical connections, and types of steel required.
- B. Structural steel is that work defined in American Institute of Steel Construction (AISC) "Code of Standard Practice" current edition, and as otherwise shown on drawings.
- C. Miscellaneous Metal Fabrications are specified elsewhere in Division 5.

**1.03 SUBMITTALS**

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data or manufacturer's specifications and installation instructions for following products. Include laboratory test reports and other data to show compliance with specifications (including specified standards).
  - 1. Structural steel (each type), including certified copies of mill reports covering chemical and physical properties.
  - 2. High-strength bolts (each type), including nuts and washers.
  - 3. Structural steel primer paint.
  - 4. Shrinkage-resistant grout.
- C. Shop drawings, including complete details and schedules for fabrication and assembly of structural steel members, procedures, and diagrams.
  - 1. Include details of cuts, connections, camber, holes, and other pertinent data. Indicate welds by standard AWS symbols and show size, length, and type of each weld.
  - 2. Provide setting drawings, templates, and directions for installation of anchor bolts and other anchorages to be installed as work of other sections.

3. See Section Submittals for shop drawings requirements. Reproductions made from contract drawings will not be accepted. Submit one (1) electronic print for review and comment. The Engineer will have up to ten (10) working days from the time of receipt of the submittal to complete his review and return the submittal to the Architect. Review of shop drawings by the Architect/Engineer will be for general compliance with contract documents. No responsibility will be assumed for correctness of dimensions, quantities or details.
  4. Miscellaneous Metal Fabrications are specified elsewhere in Division 5.
  5. All shop drawings used in the field must bear the Architect/Engineer shop drawings review stamp with "No Exceptions Taken" indicated.
  6. For connections not scheduled or detailed include stamped calculations and shop drawings prepared under supervision of a Louisiana-licensed Structural Engineer.
- D. Mill Test Reports: Submit manufacturer's certified test reports to the testing laboratory and architect showing chemical analysis and results of tensile and bending tests. Tests shall meet the requirements of ASTM A6/A6M.
- E. Test reports conducted on shop and field-bolted and welded connections. Include data on type(s) of tests conducted and test results.
- F. AISC certification documentation for fabricators and erectors.

#### 1.04 QUALITY ASSURANCE

- A. Standard Specifications: Except as modified or supplemented by these specifications, materials, design, fabrication, and erection of Structural Steel shall be in accordance with the American Institute of Steel Construction's "Specifications for Structural Steel for Buildings, Allowable Stress Design and Plastic Design", June 22, 2010, and the A.I.S.C. "Code of Standard Practice for Steel Buildings and Bridges", April 14, 2010. A.I.S.C. Steel Construction Manual, Fourteenth Edition.
- B. Codes and Standards: Comply with provisions of following, except as otherwise indicated:
1. American Institute of Steel Construction (AISC) "Code of Standard Practice for Steel Buildings and Bridges."
    - a. Paragraph 4.2.1 of the above code is hereby modified by deletion of the following sentence:  
"This approval constitutes the Owner's acceptance of all responsibility for the design adequacy of any detail configuration of connections developed by the fabricator as a part of his preparation of these shop drawings."
  2. AISC "Specifications for Structural Steel Buildings," including "Commentary."
  3. "Specifications for Structural Joints using ASTM F 3125 Bolts" approved by the Research Council on Structural Connections.
  4. American Welding Society (AWS) D1.1 "Structural Welding Code - Steel."
  5. ASTM A 6 "General Requirements for Delivery of Rolled Steel Plates, Shapes, Sheet Piling and Bars for Structural Use."

- C. Qualifications for Welding Work: Qualify welding procedures and welding operators in accordance with AWS "Qualification" requirements.
    - 1. Provide certification that welders to be employed in work have satisfactorily passed AWS qualification tests.
    - 2. If recertification of welders is required, retesting will be Contractor's responsibility.
  - D. Fabricators and Erectors shall be AISC certified.
- 1.05 DELIVERY, STORAGE, AND HANDLING
- A. Deliver materials to site at such intervals to ensure uninterrupted progress of work.
  - B. Deliver anchor bolts and anchorage devices, which are to be embedded in cast-in-place concrete or masonry, in ample time to not to delay work.
  - C. Store materials to permit easy access for inspection and identification. Keep steel members off-ground by using pallets, platforms, or other supports. Protect steel members and packaged materials from erosion and deterioration. If bolts and nuts become dry or rusty, clean and relubricate before use.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS**

- A. Metal Surfaces, General: For fabrication of work that will be exposed to view, use only materials that are smooth and free of surface blemishes including pitting, rust and scale seam marks, roller marks, rolled trade names, and roughness. Remove such blemishes by grinding, or by welding and grinding, prior to cleaning, treating, and applying surface finishes.
- B. Structural Steel.
  - 1. Shapes, except for channels, angles and plate: ASTM A992 Grade 50.
  - 2. Channels, angles and plate: ASTM A 36.
- C. Cold-Formed Steel Tubing: ASTM A 500, Grade B, min. fy = 46 ksi.
- D. Steel Pipe: ASTM A 53, Type E or S, Grade B; or ASTM A 501, min. fy = 35 ksi.
- E. Anchor Bolts: ASTM F 1554, non-headed type unless otherwise indicated.
- F. Unfinished Threaded Fasteners: ASTM A 307, Grade A, regular low-carbon steel bolts and nuts.
  - 1. Provide hexagonal heads and nuts for all connections.
- G. High-Strength Threaded Fasteners: Heavy hexagon structural bolts, heavy hexagon nuts, and hardened washers, as follows.



1. Quenched and tempered medium-carbon steel bolts, nuts, and washers, complying with ASTM F 3125.
  2. Where indicated as galvanized, provide units that are zinc coated, either mechanically deposited complying with ASTM B 695, Class 50, or hot-dip galvanized complying with ASTM A 153.
- H. Electrodes for Welding: Comply with AWS Code.
1. Welding electrodes for manual shielded metal-arc welding shall conform to AWS A5.1 or A5.5 E70XXX welding electrodes and flux used in submerged arc process shall conform to AWS A5.17 F7X-EXXX. Use low hydrogen electrodes for A572 steel.
- I. Headed Concrete Anchors (H.C.A.): To meet or exceed AWS specification D1.1.
- J. Deformed Bar Anchor (D.B.A.): Manufacture red in accordance with ASTM A 496.
- K. Structural Steel Primer Paint: Rust-inhibitive conforming to Fed. Spec. SSPC 15 and be compatible with finish paint systems.
- L. Cement Grout: Portland cement (ASTM C 150, Type I or Type III) and clean, uniformly graded, natural sand (ASTM C 404, Size No. 2). Mix at a ratio of 1.0 part cement to 2.0 parts sand, by volume, with minimum water required for placement and hydration.
- M. Nonmetallic Shrinkage-Resistant Grout: Premixed, nonmetallic, non-corrosive, non-staining product containing selected silica sands, Portland cement, shrinkage compensating agents, plasticizing and water-reducing agents, complying with CE-CRD-C621.

## 2.02 FABRICATION

- A. Shop Fabrication and Assembly: Fabricate and assemble structural assemblies in shop to greatest extent possible. Fabricate items of structural steel in accordance with AISC Specifications and as indicated on final shop drawings. Provide camber in structural members where indicated.
1. Properly mark and match-mark materials for field assembly. Fabricate for delivery sequence that will expedite erection and minimize field handling of materials.
  2. Where finishing is required, complete assembly, including welding of units, before start of finishing operations. Provide finish surfaces of members exposed in final structure free of markings, burrs, and other defects.
- B. Connections: Weld or bolt shop connections, as indicated.
1. Bolt field connections, except where welded connections or other connections are indicated.
- C. Welded Construction: Comply with AWS Code for procedures, appearance and quality of welds, and methods used in correcting welding work.
- D. Holes for Other Work: Provide holes required for securing other work to structural steel framing and for passage of other work through steel framing members, as shown on final shop drawings.

1. Provide threaded nuts welded to framing and other specialty items as indicated to receive other work.
2. Cut, drill, or punch holes perpendicular to metal surfaces. Do not flame-cut holes or enlarge holes by burning. Drill holes in bearing plates.

## 2.03 SHOP PAINTING

- A. General: Shop-paint structural steel, except those members or portions of members to be embedded in concrete or mortar. Paint embedded steel that is partially exposed on exposed portions and initial 2 inches of embedded areas only.
1. Do not paint surfaces to be welded or high-strength bolted with friction-type connections.
  2. Do not paint surfaces scheduled to receive sprayed-on fireproofing.
  3. Apply 2 coats of paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.
- B. Painting: Immediately after surface preparation, apply structural steel primer paint in accordance with manufacturer's instructions and at a rate to provide dry film thickness of not less than 1.5 mils. Use painting methods that result in full coverage of joints, corners, edges, and exposed surfaces.

## 2.04 GALVANIZING

- A. Items shown on the plans to be galvanized and bolts for same shall be hot dip zinc coated after fabrications. Galvanizing shall be done in accordance with A.S.T.M. Serial Designation A123 and A153. Any zinc coating that is damaged shall be touched up with Galvacon as manufactured by Southern Coatings in accordance with the manufacturer's recommendations.

## 2.05 SOURCE QUALITY CONTROL

- A. General: Materials and fabrication procedures are subject to inspection and tests in mill, shop, and field, conducted by a qualified inspection agency. Such inspections and tests will not relieve Contractor of responsibility for providing materials and fabrication procedures in compliance with specified requirements.
1. Promptly remove and replace materials or fabricated components that do not comply.
- B. Design of Members and Connections: Details shown are typical; similar details apply to similar conditions, unless otherwise indicated. Verify dimensions at site whenever possible without causing delay in the work.
1. Promptly notify Architect whenever design of members and connections for any portion of structure are not clearly indicated.

# PART 3 - EXECUTION

## 3.01 ERECTION

- A. Temporary Shoring and Bracing: Provide temporary shoring and bracing members with connections of sufficient strength to bear imposed loads. Remove temporary Members and connections when permanent members are in place and final connections are made. Provide temporary guy lines to achieve proper alignment of structures as erection proceeds.
- B. Temporary Planking: Provide temporary planking and working platforms as necessary to effectively complete work.
- C. Setting Bases and Bearing Plates: Clean concrete and masonry bearing surfaces of bond-reducing materials and roughen to improve bond to surfaces. Clean bottom surface of base and bearing plates.
  - 1. Set loose and attached base plates and bearing plates for structural members on wedges or other adjusting devices.
  - 2. Tighten anchor bolts after supported members have been positioned and plumbed. Do not remove wedges or shims, but if protruding, cut off flush with edge of base or bearing plate prior to packing with grout.
  - 3. Pack grout solidly between bearing surfaces and bases or plates to ensure that no voids remain. Finish exposed surfaces, protect installed materials, and allow to cure.
  - 4. For proprietary grout materials, comply with manufacturer's instructions.
- D. Field Assembly: Set structural frames accurately to lines and elevations indicated. Align and adjust various members forming part of complete frame or structure before permanently fastening. Clean bearing surfaces and other surfaces that will be in permanent contact before assembly. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
  - 1. Level and plumb individual members of structure within specified AISC tolerances.
  - 2. Splice members only where indicated and accepted on shop drawings.
- E. Erection Bolts: On exposed welded construction, remove erection bolts, fill holes with plug welds, and grind smooth at exposed surfaces.
  - 1. Comply with AISC Specifications for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
  - 2. Do not enlarge unfair holes in members by burning or by using drift pins, except in secondary bracing members. Ream holes that must be enlarged to admit bolts.
- F. Gas Cutting: Do not use gas cutting torches in field for correcting fabrication errors in primary structural framing. Cutting will be permitted only on secondary members that are not under stress, as acceptable to Architect. Finish gas-cut sections equal to a sheared appearance when permitted.
- G. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint. Apply paint to exposed areas using same material as used for shop painting.
  - 1. Apply by brush or spray to provide minimum dry film thickness of 1.5 mils.

### 3.02 QUALITY CONTROL

- A. The Owner will engage an independent testing and inspection agency to inspect high-strength bolted welded connections and to perform tests and prepare test reports.

1. The testing lab shall be in compliance with ASTM A 880 “Practice for Criteria for Use in Evaluation of Testing Laboratories and Organizations for Examination and Inspection of Steel, Stainless Steel, and Related Alloys”.
    - a. The testing laboratory shall submit a certificate of accreditation, including the scope of accreditation that indicates compliance with the above standards.
    - b. Visual inspection of welds shall be performed by an AWS Certified Welding Inspector (AWS-QC-1).
    - c. The inspection of welds shall be overseen by an AWS Certified Welding Inspector.
  2. Testing agency shall conduct and interpret tests, state in each report whether test specimens comply with requirements, and specifically state any deviations therefrom.
  3. Provide access for testing agency to places where structural steel work is being fabricated or produced so that required inspection and testing can be accomplished.
  4. Testing agency may inspect structural steel at plant before shipment.
- B. Correct deficiencies in structural steel work that inspections and laboratory test reports have indicated to be not in compliance with requirements. Perform additional tests, at Contractor's expense, as necessary to reconfirm any noncompliance of original work and to show compliance of corrected work.
- C. Shop-Bolted Connections: Inspect or test in accordance with AISC specifications. Verify that gaps of installed Direct Tension Indicators are less than gaps specified in ASTM F 959, Table 2.
- D. Shop Welding: Inspect and test during fabrication of structural steel assemblies, as follows:
1. Certify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
  2. Perform visual inspection of all welds.
  3. Perform tests on 20% of all full-pen welds as follows: Ultrasonic Inspection: ASTM E 164.
- E. Field-Bolted Connections: Inspect in accordance with AISC specifications.
- F. Field Welding: Inspect and test during erection of structural steel as follows:
1. Certify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
  2. Perform visual inspection of all welds.
  3. Perform tests of all (100%) full-pen welds as follows: Ultrasonic Inspection: ASTM E 164.
- G. Testing and Inspection of Headed Concrete Anchors (H.C.A.): The testing lab shall conduct tests and inspections in accordance with AWS D1.1, latest edition, Chapter 7 “Stud Welding”.

**END OF SECTION**

**CARPENTRY****SECTION 061000****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Blocking in roofs for miscellaneous nailers and supports, and roof sheathing. See Section 010260 for unit prices required for roof sheathing
  - 1. Plywood roof sheathing installed with screw fasteners. Type and spacing of fasteners shall comply with uplift resistance required by the 2009 International Building Code, based on 140 mph base wind and perimeter and corners as required by code
- B. Wood framing as indicated on the drawings
- C. Wood trim, sills, etc as indicated on the drawings; clear face Poplar
- D. Preservative treatment of wood.
- E. Hardware and attachment accessories.

**1.02 REFERENCES**

- A. ALSC - American Lumber Standards Committee: Softwood Lumber Standards.
- B. ANSI A208.1 - Mat Formed Wood Particleboard.
- C. APA: American Plywood Association.
- D. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
- E. AWWPA (American Wood Preservers Association) C1 - All Timber Products Preservative Treatment by Pressure Process.
- F. AWWPA (American Wood Preservers Association) C20 - Structural Lumber Fire Retardant Treatment by Pressure Process.
- G. NHLA (National Hardwood Lumber Association).
- H. NWWDA (National Wood Window and Door Association) I.S.4 - Water Repellant Preservative Treatment for Millwork.
- I. NFPA: National Forest Products Association.
- J. PS 1 - Construction and Industrial Plywood.
- K. PS 20 - American Softwood Lumber Standard.
- L. SPIB: Southern Pine Inspection Bureau.

### 1.03 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories to a minimum scale of 1-1/2 inch to 1 ft
- C. Product Data: Provide technical data on wood preservative materials and application instructions.
- D. Certification of Treating Plant: Wood Preservatives: Submit certificate stating water-borne chemical and process used, net amount of preservative retained, and compliance with applicable standards. Include statement that moisture content of treated lumber was reduced to a maximum of 15% prior to shipment to site.

### 1.04 QUALITY ASSURANCE

- A. Rough Carpentry Lumber: Visible grade stamp, of agency certified by National Forest Products Association (NFPA).
- B. Lumber Standard: Comply with PS 20, except as otherwise indicated.
- C. Plywood Standard: Comply with PS 1, and APA grade trademarks.
- D. Factory mark each piece of lumber and plywood with type, grade, mill and grading agency, except omit marking from surfaces to be exposed with transparent finish or without finish.
- E. Shop fabricate carpentry work to the extent feasible and where shop fabrication will result in better workmanship than feasible for on-site fabrication.
- F. Pressure-treated lumber shall conform to AWWA requirements for preservative or fire-retardant treated materials. Treatment plant shall be licensed by manufacturer of treated material.

### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01600.
- B. Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces.
- C. Stack lumber and plywood in a way to provide air circulation with stacks.

### 1.06 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings.

## 1.07 COORDINATION

- A. Coordinate the work with plumbing and electrical rough-in, installation of associated and adjacent components.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Lumber shall be sound, thoroughly seasoned and well manufactured in compliance with NFPA "National Design Specifications" for Stress Grade Lumber and its Fastenings.
  - 1. Each piece of lumber shall bear an identification stamp of the accredited test agency. Maximum moisture content: 19%.
- B. Softwood Plywood: Comply with PS1.
  - 1. Plywood Sheathing APA - Rated Structural 1 Sheathing, Exposure 1 with exterior glue, thickness as indicated with span rating as required for spacing of framing members.
- C. Miscellaneous Blocking: No. 2 Southern Yellow Pine, 15 percent maximum moisture content.
- D. Framing: No. 2KD Southern Yellow Pine

### 2.02 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Fasteners: Stainless steel for treated wood locations, hot-dip galvanized conforming to ASTM A153 or stainless steel 316. Screw fasteners at the roof sheathing shall be long enough to penetrate the roof decking. Aluminum carbon steel nails are not acceptable
  - 2. Anchors: Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolt or ballistic fastener for anchorages to steel.

### 2.03 FACTORY WOOD TREATMENT

- A. Wood Preservative : AWWPA Treatment C2, ACQ (Alkaline Copper Quat) preservative, with a minimum of 0.40 lb/cu./ft. retainage (rated for contact with water). After treatment, kiln-dry lumber to a maximum moisture content of 19% .
  - 1. To prevent deterioration of fasteners and anchors, all anchors and fasteners in contact with the treated wood and plywood shall be 300 series stainless steel, including fasteners for attachment of the treated wood and plywood, and also fasteners and anchors for securing building components (doors, windows, roofing, etc.) into and through the treated wood and plywood. Also, any treated wood in contact with aluminum and ferrous or galvanized steel products shall be isolated from the metal by

- installing a layer of self adhering modified bitumen sheet or equal (felt is not permitted) to the metal prior to installing the wood and plywood.
2. Mark each treated item with the Quality Mark Requirements of an inspection agency approved by ALSC's Board of Review.
  3. Complete fabrication of treated items before treatment, where possible. If cut after treatment, apply field treatment complying with AWPAC M4 to cut surfaces.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. Erect wood stripping and nailing members true to lines and levels with closure strips at all edges and openings. Do not deviate from true alignment more than 1/4 inch.
- B. Secure sheathing to framing members with ends over firm bearing and staggered per APA recommendations. Fasteners shall penetrate substrate decking.
- C. Carefully scribe work abutting over components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.
- D. Construct members of continuous pieces of longest possible lengths.
- E. Place miscellaneous blocking true to lines and levels. Secure rigidly in place.
- F. Locations of Use for Decay and Insect Resistant Pressure Treated Lumber:
  1. Use pressure-treated decay and insect resistant lumber for blockings and nailing strips in contact with masonry, concrete, roofing, steel, framing setting on and in contact with concrete.
  2. Apply two (2) drenching coats of preservative compatible with treatment to job cut edges of lumber.
- H. Metal edge securement associated with roofing shall be designed and installed in strict accordance with ANSI/SPRI ES-1, except basic wind speed of 145 mph per 2015 edition of the International Building Code. Nailer securement shall resist a vertical load of 200lb/Ft or the design load, whichever is greater and comply with FM 1-29/FM 1-49. Bolts shall be staggered to avoid splitting the wood. Fasteners shall be located approximately 4 inches but not less than 3 inches from each end of the wood blocking. Fasteners shall be staggered, spaced at a maximum 12 inches on center and penetrate the wood sufficiently to achieve the design pullout resistance. Spacing of fasteners shall be on maximum 6 inch centers in corner regions of the building.

### **3.02 INSTALLATION OF FRAMING - GENERAL**

- A. Discard units of material with defects which might impair the quality of the work, and units which are too small to fabricate the work with minimum joints or the optimum joint arrangement.
- B. Set carpentry work accurately to required levels and lines, with members plumb and true, and accurately cut and fitted.



- C. Securely attach carpentry work to substrates by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes. Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.
- D. Provide framing members of sizes and on spacings shown, and frame openings as shown, or if not shown, comply with the recommendations of the "Manual for House Framing" of the National Products Association. Do not splice structural members between supports.
- E. Anchor and nail framing and plywood as shown, and to comply with the Table - "Fastening Schedule" of the International Building Code - latest edition and any amendments by the city of New Orleans.

### 3.03 INSTALLATION OF PLYWOOD

- A. Comply with recommendations of the American Plywood Association (APA), for the installation of plywood. Provide galvanized metal H-clips at all unsupported plywood edges to maintain the structural integrity of the sheathing and prevent cupping.
  - 1. Fasten in accordance with Table "Fastening Schedule" of the 2015 International Building Code requirements and any city supplements; staples are not acceptable

**END OF SECTION**

**BUILDING INSULATION****SECTION 072100****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Labor, materials, tools, and equipment, to perform all operations necessary for thermal insulation work indicated or specified.
- B. The applications of thermal insulation specified in this section include the following:
  - 1. Blanket type building insulation, 8 inch thick

**1.02 QUALITY ASSURANCE**

- A. Thermal Resistance Values: Provide, if required, adjusted thicknesses of insulation (based on the insulation's thermal conductivity) to maintain the required thermal resistance. R- values are based on requirements of SPRR 257-55 of the U.S. Department of Commerce.
- B. Fire and Insurance Ratings: Comply with the fire resistance, flammability and insurance ratings indicated, and comply with code interpretations by governing authorities.
- C. Provide insulation with a flame spread rating of less than 25 and a smoke development rating of 450 or less.

**1.03 SUBMITTALS**

- A. Manufacturer's Data: Submit 2 copies of manufacturer's specifications and installation instructions for each type of insulation required. Include data substantiating that the materials comply with specified requirements.

**1.04 PRODUCT HANDLING**

- A. Protection From Deterioration: Do not allow insulation materials to become wet or soiled, or covered with ice. Comply with manufacturer's recommendations for handling, storage and protection during installation.

**1.05 JOB CONDITIONS**

- A. Examination of Substrate: The Installer must examine the substrate and the conditions under which the insulation work is to be performed, and notify the Contractor in writing of any unsatisfactory conditions. Do not proceed with the insulation work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Blanket Thermal Insulation: Inorganic glass fibers formed with thermo setting resins into flexible resilient blankets or semi-rigid resilient sheets; complying with ASTM C665, manufacturer's standard lengths and widths as required to coordinate with the spaces to be insulated.
  - 1. Provide unfaced insulation complying with ASTM C665, Type 1, for friction fitting in walls.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. General: Comply with manufacturer's instructions for the particular conditions of installation in each case. If printed instructions are not available or do not apply to the project conditions, consult the manufacturer's technical representative for specific recommendations before proceeding with the work.
- B. Extend insulation full thickness as shown over entire area to be insulated. Cut and fit tightly around obstructions, and fill voids with insulation.
- C. Apply a single layer of insulation of the required thickness, unless otherwise shown or required to make up the total thickness.
- D. Install mineral-fiber blankets in cavities formed by framing members according to the following requirements:
  - 1. Use blanket widths and lengths that fill cavities formed by framing members. Where more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
  - 2. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
  - 3. Where insulation is not enclosed by interior finish, i.e. above ceilings fasten insulation spindle anchors to substrates with insulation anchor adhesive according to anchor manufacturer's written instructions. Place minimum of two (2) anchors between each stud.
  - 4. After adhesive has dried, install insulation by pressing insulation into position over spindles and securing it tightly in place with insulation-retaining washers to tips of spindles, taking care not to rupture the insulation.

### **3.02 PROTECTION**

- A. General: Protect installed insulation from harmful weather exposures and from possible damage by completing the enclosing construction as soon as possible or by temporary enclosure.

## **END OF SECTION**

**SHINGLE ROOFING****SECTION 073100****PART I: GENERAL****1.01 SECTION INCLUDES**

- A. Remove existing roof system including underlayment as required to accommodate the new shingle roof system Existing roof system includes Shingles on 15 # felt on wood deck.
- B. New asphalt “slate look” roofing shingle system at Buildings A and B, and new asphalt roofing shingle system at Building D
- C. One layer of Self-adhering, self-sealing, bituminous leak barrier and also one layer of roof deck protection underlayment installed under all roofing: Roof manufacturer’s standard products Approved by Dade County, Florida Building Code, and as required and recommended by the roofing manufacturer to meet performance and warranty requirements herein specified.
- D. Drainage trough with leak barrier and underlayment and metal cap flashing. Metal flashing associated with shingle roofing specified in Section 076200.
- E. Attic ventilation to meet code requirements and/or Enhanced Material & Labor NDL 20-Year State of Louisiana Approved Non-Prorated Shingle Manufacturer Roofing requirements, whichever is more stringent. Provide continuous ridge ventilator to match existing designed to allow the passage of hot air from attics, while resisting water/snow infiltration, for use in conjunction with eave/soffit ventilation products
- F. **Note:** Contractor is solely responsible for providing weathertightness of the existing buildings at all times during the contract time. Provide all required temporary weather protection at all removal and new construction

**1.02 RELATED SECTIONS**

- A. Section 061000 - Rough Carpentry: Framing, wood decking, and roof sheathing.
- B. Section 076200 - Flashing and Sheet Metal: Sheet metal flashing associated with shingle roofing; gutters and downspouts.

**1.03 REFERENCES American Society for Testing and Materials (ASTM) - Annual Book of ASTM Standards**

- 1. ASTM A 153 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- 2. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- 3. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- 4. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- 5. ASTM D 3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
- 6. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
- 7. ASTM D 3462 – Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.

8. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
9. ASTM D 7158 - Standard Test Method for Wind-Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method).
10. ASTM E 903 – Standard Test Method for Solar Absorptance, Reflectance, and Transmission of Materials Using Integrating Spheres. Underwriters Laboratories (UL) – Roofing Systems and Materials Guide (TGFU R1306)
11. UL 790 – Tests for Fire Resistance of Roof Covering Materials.
12. UL 997 – Wind Resistance of Prepared Roof Covering Materials.
13. UL 2218 – Impact Resistance of Prepared Roof Covering Materials.

- A. Asphalt Roofing Manufacturers Association (ARMA)
- B. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- C. National Roofing Contractors Association (NRCA)
- D. American Society of Civil Engineers (ASCE) – ASCE 7 – Minimum Design Loads for Buildings and Other Structures.

#### 1.04 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of roofing terms related to this section.

#### 1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide (from top surface of roof deck) all roofing system components, such as but not limited to, shingles, underlayment, leak barrier, roofing and attic appliances, etc. to meet the roofing manufacturer's warranty requirements of these specifications.
- B. Installer Qualifications: Installer must be a Enhanced Material & Labor NDL 20-Year State of Louisiana Approved Non-Prorated Shingle Roofing Manufacturer Certified and Approved Roofing Company for the roofing system components to be installed for this project.
- C. Structural Performance: Design and size and spacing of fasteners and all components to withstand dead and live loads caused by positive and negative uplift wind pressure acting normal to plane of roof as required by and calculated in accordance with the International Building Code 2021 and Supplements (Orleans parish) and ASCE 7-latest edition, based on wind pressures indicated on the S-series drawings, corner zones shall be defined by the Code, corner zones shall be defined by the Code

#### 1.06 REGULATORY REQUIREMENTS

- A. Provide a roofing system achieving an Underwriters Laboratories (UL) Class A fire classification.
- B. Install all roofing products in accordance with all federal, state and local building codes.
- C. All work shall be performed in a manner consistent with current OSHA guidelines.

#### 1.07 PRELIMINARY ROOFING CONFERENCE

- A. A Preliminary Roofing Conference is required.
- B. The Preliminary Roofing Conference will occur prior to ordering any materials for the project.

The Conference requires the submittal to FP&C of a “Proposed Assembly Letter” from the Enhanced Material and Labor NDL 20-Year State of Louisiana Approved Non-Prorated Shingle Manufacturer.

- C. Submit the Roofing Manufacturer’s System Installation Instructions, including High Wind Application Instructions and any other application instructions to meet this project’s requirements.
- D. Submit prior to or day of the Preliminary Roofing Conference, the installer’s certification from the roofing manufacturer
- E. The Preliminary Roofing Conference agenda is to discuss site access, site parking, site staging and storage requirements, hours of work that are agreeable to both the Roofing Manufacturer’s Certified Contracting Company and the User Agency, project schedule and expected duration including anticipated incremental weather within the project, and the overall specifics of the project.
- F. Submit the Pre-Finish Metals 20-Yr Finish Warranty Sample, along with color chart selector with color samples for selection at the Preliminary Roofing Conference. Prior to ordering any Pre-Finished Metals, the roofing contractor shall receive a signed/dated color chart approved the User Agency. The color chart must be signed and dated by the User Agency and a copy sent to FP&C for their files.
- G. Submit prior to or day of the Preliminary Roofing Conference, the installer’s certification from the roofing manufacturer showing compliance to:
  - CertainTeed Master Shingle Applicator Program
  - GAF Master Elite Contractor Program
  - Owens Corning Roofing Platinum Preferred Contractor Program

#### 1.08 PRE-APPLICATION ROOFING CONFERENCE

- A. A Pre-Application Roofing Conference is required.
- B. The Pre-Application Roofing Conference will occur within one week of roofing application, to review final progress schedule, to review last minute details, changes or corrections, to verify readiness of the project structure and User Agency preparation, and review last minute assignments that were to be met as determined at the Preliminary Roofing Conference. Use Office of Facility Planning and Control's standard form "Recommended Agenda for Roofing Conference" included in Division 0 –Bidding and Contractual Documents as a guide for conducting the meeting

#### 1.09 PRE-CLOSE OUT ROOFING CONFERENCE

- A. A Pre-Close Out Roofing Conference is required toward the end of the roofing of this project.
- B. The Pre-Close Out Roofing Conference is to review the final installations for consideration of acceptance by the User Agency and FP&C representatives. Prior to the Pre-Close Out Roofing Conference date, the installer shall have completed all Roofing Manufacturer’s reviews/inspections, along with the completion of all Roofing Manufacturer’s punch work.

#### 1.10 DELIVERY, STORAGE AND HANDLING

- A. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.

- B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F; do not store near steam pipes, radiators, or in direct sunlight.
- C. Store bundles on a flat surface. Maximum stacking height shall not exceed roofing manufacturer's guidelines/recommendations. Store all rolls on end.
- D. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

#### 1.11 WEATHER CONDITIONS

- A. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with roofing manufacturer's guidelines/recommendations.

#### 1.12 CONTRACTURAL ANTICIPATED DAYS OF ADVERSE WEATHER ON A MONTHLY BASIS AND ADVERSE WEATHER CONDITIONS BEYOND CONTRACTURAL

- A. See the herein Supplementary Conditions.

#### 1.13 WARRANTIES/GUARANTEES

- A. MANUFACTURER'S STATE OF LOUISIANA APPROVED WARRANTY: Furnish the Enhanced Material and Labor NDL 20-Year State of Louisiana Approved Non-Prorated Shingle Manufacturer Roofing System Warranty

- 1. Roofs installed by the specific Shingle Manufacturer Certified Contractor only.
- 2. Manufacturing defects: 100% coverage for materials and labor for:
- 3. 20 years non- prorated for approved type of manufacturer shingles and system components.
- 4. Workmanship errors: 100% coverage for workmanship errors for 20 years from date of State of Louisiana Notice of Acceptance date:
- 5. Roof system NOT installed over an existing roof, all existing roof materials must be removed to the deck.
- 6. Warranted against algae discoloration for 10 years minimum.
- 7. 130 mph (Category 3 Hurricane) Wind Warranty for 10 years - Material and Labor NDL and Non-Prorated minimum coverage.
- 8. Full roof installations (Roofs installed on portions of buildings do not qualify) using the products as defined in the approved "Proposed Assembly Letter" from the Shingle Roofing Manufacturer, approved by the Owner.

- B. MANUFACTURER'S PRE-FINISHED METALS 20-YR STATE OF LOUISIANA APPROVED WARRANTY

- C. INSTALLER WARRANTY: State of Louisiana R-2 if the Certified Roofing Installer is represented as both the General Contractor and the Certified Roofing Subcontractor; State of Louisiana R-1 if a separate General Contractor and Certified Roofing Subcontractor exist on the project.

- D. ROOF COMPLETION INFORMATION: The Certified Roofing Subcontractor and/or General Contractor is required to submit to FP&C the State of Louisiana Roof Completion Information Form at the time of warranty submittal.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

A. GAF, CertainTeed and Owens Corning.

### 2.02 ENHANCED MATERIAL AND LABOR NDL 20-YEAR STATE OF LOUISIANA APPROVED NON-PRORATED SHINGLE MANUFACTURER ROOFING WARRANTY PRODUCTS

A. Shingles, Hip and Ridge Shingles, Starter Strip, Leak Barrier, Underlayments, Roofing Cement and Roof/Ventilations Appliances, along with any other Roofing System Components required to meet these specifications.

1. Self-adhering, self-sealing, bituminous leak barrier and also roof deck protection underlayment installed under all roofing: Roof manufacturer's standard products Approved by Dade County, Florida Building Code, and as required and recommended by the roofing manufacturer to meet performance and warranty requirements herein specified.
2. Attic ventilation to meet code requirements and/or Enhanced Material & Labor NDL 20-Year State of Louisiana Approved Non-Prorated Shingle Manufacturer Roofing requirements, whichever is more stringent. Ridge ventilator to match existing designed to allow the passage of hot air from attics, while resisting water infiltration, for use in conjunction with existing fascia/eave/soffit ventilation,

B. **Buildings A & B** Granule "Slate look" surfaced, self-sealing asphalt shingle with a strong fiberglass reinforced Micro Weave core and StainGuard protection, which prevents pronounced discoloration from blue-green algae through formulation/unique blends of granules. Dovetail cut tabs and bold shadow lines provide a slate appearance with a 7 1/2 in. exposure. UL 790 Class A rated with UL 997 Wind Resistance Label; ASTM D 7158, Class H; ASTM D 3161, Type 1; ASTM D 3018, Type 1; ASTM D 3462; AC438 compliant; CSA 123.5-98; Dade County Approved, ICC Report Approval.

1. Slateline® Lifetime Designer Shingles, by GAF® or equal

C. **Building D** Shingles approved as follows – (Coordinate all roofing system components with the Roofing Manufacture to meet these specification requirements.)

- 1) CertainTeed – Landmark Pro Laminated Shingles
- 2) GAF – Timberline HD Multi-Faceted Dimensional Shingles
- 3) Owens Corning – TruDefinition Oakridge Laminated Dimensional Shingles

D. Nails – Standard round wire, **Use Hot Dipped Zinc Mass Coating of ASTM A 153 Class D Roofing Nails Only**; 10 to 12 gauge, smooth, barbed or deformed shank, with heads 3/8 inch to 7/16 inch in diameter. Length must be sufficient to penetrate into solid wood at least 3/4" inch or through plywood or oriented strand board by at least 1/8 inch.

E. Metal Flashings: See Section 076200.

F. Leak Barrier: Self-adhering, self-sealing, bituminous leak barrier surfaced with fine, skid-resistant granules. Approved by UL, Dade County, ICC, State of Florida and Texas Department of Insurance

G. Underlayment: Water repellant, breather type non-asphaltic underlayment. UV stabilized polypropylene construction. Meets or exceeds ASTM D226 and D4869. Approved by Dade County, Florida Building Code, and ICC



## **PART 3 EXECUTION**

### **3.01 PREPARATION AND EXAMINATION**

- A. Coordinate with the User Agency before removal of any roof top vents, exhaust hoods, etc. that may be powered or in use by the User Agency.
- B. Remove and properly dispose of all existing roofing materials and/or roofing related appliances determined to be removed down to the roof deck.
- C. Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections. All holes over 1 inch in diameter, cracks over 1/2 inch in width, loose knots and excessively resinous areas shall be covered to ensure dry, structurally and thermally sound, clean and smooth surface for new roofing system.
- D. Replace damaged deck with new decking materials with size and thickness to ensure a dry, structurally and thermally sound, clean and smooth surface for new roofing system.
- E. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.
- F. At areas that receive eaves protection membrane, fill knotholes and cracks with latex filler.
- G. Install crickets on the upslope side of all chimneys or similar appliances wider than 24", and on all roofs steeper than 6/12.
- H. Install leak barrier and also roof deck protection underlayment under all roofing, valleys, etc. using methods recommended in writing by roofing manufacturer

### **3.02 INSTALLATION**

#### **A. General:**

- 1. Install roofing and accessories using methods recommended in writing by roofing manufacturer, in accordance with local building codes, loads indicated herein and warranty requirements. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- 2. **Only properly installed hand-driven nails are acceptable.**
- 3. **Six (6) nails per shingle required.**
- 4. Valleys shall be either a closed valley or a woven valley over metal valley flashing and required roofing accessories required by roofing manufacture to meet their system requirements. Selection between a closed valley or woven valley is at the discretion of the Owner/User Agency and will be determined at the Preliminary Roofing Conference.
- 5. All metal flashings shall have clips; no exposed fasteners.
- 6. Penetrations: Vent pipes: Install a 24 inch (610 mm) square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe
- 7. Ridge / Soffit ventilation: Install ridge vent along the entire length of ridges

### **3.03 PROTECTION**

- A. Protect installed products from foot traffic.
- B. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

**END OF SECTION**

**METAL PROFILE ROOFING****SECTION 074000****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Metal Profile Roof at Building C, new canopy (Alternate) as follows:
  - 1. Metal S-profile roof, 22 gauge aluminized metal (coating both sides) installed with exposed stainless steel fasteners with neoprene washers to steel frame.
- B. Gutters, downspouts and all accessories.
- C. **Note:** Contractor is solely responsible for providing weathertightness of the existing buildings at all times during the contract time. Provide all required temporary weather protection at all removal and new construction

**1.02 SYSTEM DESCRIPTION**

- A. Roof System: Preformed metal panels of prefinished S-profile, with framing/anchorage assembly, gutters and downspouts where indicated and accessory components; and exposed fastener system.

**1.03 DESIGN REQUIREMENTS**

- A. Structural: Design and size components including type and spacing of fasteners to withstand dead and live loads caused by positive and negative wind pressure acting normal to plane of roof as required by and calculated in accordance with the International Building Code 2021 and Supplements (parish) and ASCE 7-latest edition, based on wind pressures indicated on the S-series drawings, corner zones shall be defined by the Code, corner zones shall be defined by the Code
- B. Exterior roof system to withstand imposed loads with maximum allowable deflection of span: 1/180
- C. Assembly to permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to temperature range of 100 degrees F.
- D. Size and fabricate wall and roof systems free of distortion or defects detrimental to appearance or performance.

**1.04 SUBMITTALS**

- A. Submit under Section 01300.
- B. Shop Drawings: Indicate assembly dimensions, locations and sizes of members, connections, attachments, openings, and loads.

- C. Indicate wall and roof system dimensions, panel layout, general construction details, anchorages and method of anchorage.
- D. Product Data: Provide data on profiles, component dimensions, fasteners, and accessories.
- E. Manufacturer's Installation Instructions: Indicate preparation requirements, assembly sequence and installation.

#### 1.05 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum five (5) years documented experience.
- B. Industry Standards: Provide products which comply with applicable requirements of SMACNA "Architectural Sheet Metal Manual" except as otherwise indicated.

#### 1.06 PRE-INSTALLATION CONFERENCE

- A. Convene one week prior to commencing work of this Section.

#### 1.07 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings, instructed by the manufacturer.

#### 1.8 WARRANTY

- A. Special Warranty: State of Louisiana, Office of Facility Planning and Control, "Roof Guarantee R-3 (Metal)" and "Twenty (20) Year Weathertightness Metal Roof Systems (Nov 2020) are required and included in Division 0 –Bidding and Contractual Documents in which the contractor agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
  - 2. Structural failures including rupturing, cracking, or puncturing.
  - 3. Deterioration of metals and other materials beyond normal weathering.
  - 4. Warranty Period: Two (2) years from date of Substantial Completion. Contractor shall use the appropriate Facility Planning and Control Roof Guarantee form, as attached to this document.
- B. Special Warranty on Materials: Aluminized steel shall not rupture, fail structurally or perforate within a period of 30 years after shipment from our manufacturing plants due to exposure to normal atmospheric conditions
- C. Special Weathertightness Warranty: State of Louisiana, Office of Facility Planning and Control, "Twenty (20) Year Weathertightness Metal Roof System – Limited Warranty". Contractor shall use the Facility Planning and Control Roof Guarantee form, Included in Division –Bidding and Contractual Documents..

- D. Material Warranty: Aluminized steel shall not rupture, fail structurally or perforate within a period of 30 years after shipment from our manufacturing plants due to exposure to normal atmospheric conditions.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Manufacturers: Butler, Uniclاد, Fabral and Berridge

### **2.02 MATERIALS**

- A. Sheetmetal – Precoated aluminum-zinc coated steel, ASTM A792, type AZ-50, Grade 50, Commercial quality, with coating both sides and no applied finishes, 30 year warranty for the aluminized metal equal to Galvalume by BIEC International, Inc
  - 1. Provide gauge required by SMACNA for the specific conditions, but in no case less than 22 gauge. Provide satin finish free of surface grease
- B. Fasteners: Manufacturer's standard 302/304 stainless steel finish to match adjacent surfaces when exterior exposed. Provide metal backed neoprene or EPDM washers under heads of fasteners bearing on weather side of panels.
- C. Flexible Closure Strips: Closed-cell, expanded cellular rubber, self-extinguishing, cut or premoulded to match corrugation configuration of roofing and siding sheets. Provide where indicated and necessary to ensure weathertight construction.
- D. Sealing Tape: 100% solids, pressure sensitive grey polyisobutylene compound tape with release paper backing. Not less than 1/2" wide and 1/8" thick, non-sag, non-toxic, non-staining and permanently elastic.
- E. Joint Sealant: One-part or two-part elastomeric; polyurethane, polysulfide, or silicon rubber as recommended by building manufacturer complying with Federal Specification TT-S-00230C, TT-S-00227E, or TT-S-001543, Class A sealants.

### **2.03 FABRICATION - ROOF SYSTEMS**

- A. Roofing: Minimum 22 gauge preformed sheets; S-profile for horizontal application:
  - 1. Panels shall be approximately 3' wide (34-5/8" nominal panel width), 7/8" high of the major S-profile corrugations at 2-1/2" centers the entire length of the panel.
  - 2. Panels shall be one piece in any single run length.
  - 3. The upper end of galvanized steel panels shall be fabricated with a mitered cut on the major corrugations which will form a closure as it fits into the major corrugations roof panels.
  - 4. The bottom end of the panels shall be straight cut.
- B. Internal and External Corners: Same material thickness and finish as adjacent material, profile brake formed shop cut and factory mitered to required angles. Back brace mitered internal corners with 22 gauge sheet.

- C. Fasteners: Stainless steel to maintain load requirements, and weather tight installation.
- D. Trim, Closure Pieces, Gutters, Caps and Flashings: Same material, thickness and finish as exterior sheets; brake formed to required profiles.
  - 1. Comply with SMACNA requirements.
  - 2. Hem all exposed edges of flashing on underside, 1/2 inch.

### **PART 3 - EXECUTION**

#### **3.01 ERECTION - ROOF SYSTEM**

- A. Install in accordance with manufacturer's instructions.
- B. Locate end laps over supports. End laps minimum two inches. Place sidelaps over bearing and shall overlap one major corrugation.
- C. Provide expansion joints where indicated.
- D. Use exposed fasteners at roofing systems.
- E. At exposed fasteners install screw fasteners into structural supports with power tool having controlled torque adjusted to compress neoprene washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
- F. Install sealant and gaskets to prevent weather penetration including perimeter of all penetrations and door frames.
- G. Sheets: Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete and elsewhere as necessary for waterproofing. Handle and apply sealant and backup in accordance with the sealant manufacturer's recommendations.
- H. Provide weatherproof escutcheons for pipe and conduit penetrating exterior walls.
- I. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.

#### **3.02 INSTALLATION - ACCESSORIES**

- A. Seal roof accessories watertight with sealant in accordance with manufacturer's instructions.

#### **3.03 TOLERANCES**

- A. Roofing: 1/8 inch from true position.

### **END OF SECTION**

**MODIFIED BITUMEN ROOFING****SECTION 075000****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including General and Supplementary Conditions, and other General Requirements apply to the work specified in this Section.

**1.02 DESCRIPTION OF WORK**

- A. Furnish all labor, materials, tools, and equipment, and perform all operations necessary to remove existing roofing and substrate required for installation of new roofing, insulation, and sheet metal work indicated or specified at Building C and portions of Buildings E & F as indicated on the drawings, with existing systems as follow:

1. Building E & F: New modified Bitumen Roofing on 1/2" cover board on 2 layers 2.5" polyisocynurate board insulation on existing 2 ply temporary roof on 5/8" Type X exterior grade gypsum board mechanically fastened to metal deck; UL Rating P727.
2. Building C: New modified Bitumen Roofing on 1/2" cover board on two layers polyisocynurate board insulation (R-20) on existing 5/8" Type X exterior grade gypsum board mechanically fastened to wood deck.
3. Existing roof system includes BUR-4 ply coal tar built up roof at all roofs except modified bitumen roofing at Building C, on 3/4" fiberglass board on 2.5" polyisocynurate board insulation on 2 ply temporary roof on 5/8" Type X gypsum board mechanically fastened to metal and wood deck aqs indicated on the drawings; UL Rating P727
4. **Note:** Contractor is solely responsible for providing weathertightness of the new and existing building(s) at all times during the contract time. Provide all required temporary weather protection at all removal and new construction.

- B. New Asphalt modified bitumen roofing shall include:

1. **Metal Deck:** mechanically fastened insulation (all layers as a composite application) to metal deck with type and spacing of fasteners to meet the wind uplift requirements for the total assembly and two (2) or more layers of insulation, tapered isocyanurate board (minimum 1-1/2 inch thick) where indicated on the drawings and 1/2 inch thick overlay coverboard applied with low rise foam adhesive as recommended in writing and part of roof warranty by the selected roofing and coverboard manufacturer to the top layer of insulation, base sheet of modified bitumen membrane applied by hot-applied asphalt and top layer with granular surfacing applied by hot-applied asphalt, and parapet treatment and flashing systems with approved systems listed below. Penetrations shall be flashed with Catalyzed Acrylic Resin Liquid Flashing System as follows

Building F: New modified Bitumen Roofing on 1/2" cover board on 2 layers 2.5" polyisocynurate board insulation mechanically fastened to metal deck on existing 2 ply temporary roof on 5/8" Type X exterior grade gypsum board mechanically fastened to

metal deck; UL Rating P727

Building C: New modified Bitumen Roofing on 1/2” cover board on two layers polyisocynurate board insulation (R-20) mechanically fastened to wood deck on existing 2 ply temporary roof on existing 5/8” Type X exterior grade gypsum board mechanically fastened to wood deck

Note: Mechanically fasten the base sheet to the deck as required by the roofing manufacturer where slope exceeds 1/2”/foot

2. Approved Roofing/Flashing Systems:

a. **Certainteed Commercial Roofing**

**Field Plies:**

**Cap Sheet:** Flintlastic FR-P Cap Sheet (168 mils; weight 100 lbs. per one square roll; with a polyester mat)

**Interply:** Flintlastic Ultra Poly SMS Base Sheet (148 mils; weight 89 lbs. per one square roll; with a polyester mat)

**Mopped Granular Flashing Plies:**

**Cap Ply:** Flintlastic FR-P Cap Sheet (168 mils; weight 100 lbs. per one square roll; with a polyester mat)

**Stripping Ply:** Flintlastic Ultra Poly SMS Base Sheet (148 mils; weight 89 lbs. per one square roll; with a polyester mat)

**Heat Fused Granular Flashing Plies:**

**Cap Ply:** Flintlastit GTS-FR (160 mils; weight 103 lbs. per one square roll; with a polyester mat)

**Stripping Ply:** Flintlastic Ultra Poly SMS Base Sheet (148 mils; weight 89 lbs per one square roll; with a polyester mat)

**Heat Fused Aluminum Clad Flashing Plies: N/A**

Cold Adhesive: Flintbond SBS Modified Bitumen Adhesive, Brush Grade

b. **Firestone Building Products Company**

**Field Plies:**

**Cap Sheet:** Firestone SSS FR (115 mils/2.92 mm thick measured at the selvage edge; weight 91 lbs. per square; with glass yarn/polyester mat).

**Interply:** Firestone SBS Smooth (140 mils/3.6 mm thick; weight 90 lbs per one square roll; with glass yarn/polyester mat).

**Mopped Granular Flashing Plies:**

**Cap Ply:** Firestone SBS FR Cap (148 mils/3.8 mm thick; weight 97 lbs. per square; with glass yarn/polyester mat).



**Stripping Ply:** Firestone SBS Smooth (140 mils/3.6 mm thick; weight 90 lbs per one square roll; with glass yarn/polyester mat).

**Heat Fused Granular Flashing Plies:**

**Cap Ply:** Firestone SBS Torch (150 mils/3.8 mm thick; weight 95 lbs. per one square roll; with non-woven polyester mat with continuous glass fiber yarn).

**Stripping Ply:** Firestone SSS Ply Torch Base (120 mils/3.0 mm thick; weight 85 lbs. per one square roll; with non-woven polyester mat with continuous glass fiber yarn)

**Heat Fused Aluminum Clad Flashing Plies:**

**Cap Ply:** Firestone SBS Metal Flash-AL, (150 mils/3.8mm thick; weight 100 lbs. per square with glass fiber/scrim mat).

**Stripping Ply:** Firestone SSS Smooth (140 mils/3.6 mm thick; weight 90 lbs per one square roll; with glass yarn/polyester mat) hot mopped.

**Cold Adhesive:** Firestone MB Cold Adhesive

**c. Johns Manville Corporation:**

**Field Plies:**

**Cap Sheet:** DynaGlas FR (3.8 mm thick, weight 95 lbs per square; with Fiberglas Mat).

**Interply:** Dynalastic 180 S (3.0 mm thick; weight 90 lbs per square; with Polyester reinforcement).

**Mopped Granular Flashing Plies:**

**Cap Ply:** DynaGlas FR (3.8 mm thick, weight 95 lbs per square; with Fiberglas Mat).

**Stripping Ply:** Dynalastic 180 S (3.0 mm thick; weight 90 lbs per square; with Polyester reinforcement).

**Heat Fused Granular Flashing Plies:**

**Cap Ply:** Dynaweld Cap FR (165 mils/4.2 mm thick; weight 106 lbs. per one square roll; with fiberglass reinforcement mat).

**Stripping Ply:** Dynaweld 180S (118 mils/3.0 mm thick; weight 86 lbs per one square roll; with polyester mat with bidirectional glass-scrim reinforcement)

**Heat Fused Aluminum Clad Flashing Plies:**

**Cap Ply:** DynaClad (158 mils/4.0 mm thick; weight 101 lbs per square, with fiberglass Mat)

**Stripping Ply:** Dynalastic 180 S (3.0 mm thick; weight 90 lbs per square; with Polyester reinforcement) hot mopped.

**Cold adhesive:** MBR

**c. Siplast Inc.:**

**Field Plies:**

**Cap Sheet:** Paradiene 30 FR (98 mils/2.5mm thick; weight 90 lbs. per square;

**075000-3**

with fiberglass mat).

**Interply:** Paradiene 20 EG (3.0 mm thick; weight 84 lbs. per square; with fiberglass scrim/fiberglass mat).

**Mopped Granular Flashing Plies:**

**Cap Ply:** Parafor50LT (157 mils/ 4.0 mm thick; weight 129 lbs per square, with polyester/fiberglass mat reinforcement).

**Stripping Ply:** Paradiene 20 EG (3.0 mm thick; weight 84 lbs. per square; with fiberglass scrim/fiberglass mat).

**Heat Fused Granular Flashing Plies:**

**Cap Ply:** Parafor 30 TG (161 mils/ 4.1 mm thick; weight 114 lbs.per square; with a fiberglass scrim/polyester mat composite).

**Stripping Ply (Non-combustible substrates):** Paradiene 20 TG (114 mils/2.9mm; weight 76 lbs per square; with fiberglass mat).

**Stripping Ply (Combustible substrates):** Paradiene 20 SA (102 mils/2.6mm; weight 72 lbs per square; with a fiberglass mat).

**Heat Fused Aluminum Clad Flashing Plies:**

**Cap Ply:** Veral Aluminum (138 mils/3.8 mm thick; weight 82 lbs. per square; with fiberglass scrim)

**Stripping Ply:** Irex 40 (110 mils/2.8mm; weight 85 lbs. per square; with lightweight random fiberglass mat)

**Cold adhesive:** PA-311

**d. SOPREMA, Inc.**

**Field Plies:**

**Cap Sheet:** Sopralene 180 Granules FR; (160 mils/4.0 mm thick, weight 108 lbs per square; polyester reinforced).

**Interply:** Sopralene 180 sanded 2.2, polyester reinforced (90 mils/2.2 mm thick, 58 lbs per square).

**Mopped Granular Flashing Plies:**

**Cap Ply:** Sopralene 180 Granules FR; (160 mils/4.0 mm thick, weight 108 lbs per square; polyester reinforced).

**Stripping Ply:** Sopralene 180 sanded 2.2, polyester reinforced (90 mils/2.2 mm thick, 58 lbs per square).

**Heat Fused Granular Flashing Plies:**

**Cap Ply:** Sopralene Flam 180 FR GR; (157 mils/4.0mm thick, weight 118 lbs per one square roll; with a non-woven polyester mat)

**Stripping Ply:** Sopralene Flam 180; (118 mils/3.0mm thick, weight 81 lbs per one square roll; with a non-woven polyester mat)

**Heat Fused Aluminum Clad Flashing Plies:**

**Cap Ply:** Sopralast TV Aluminum, fiberglass reinforced (162 mils/4.2 mm thick, 97 lbs per square), torch applied.

**Stripping Ply:** Sopralene Flam 180

**Cold Adhesive:** Colply

e. **U. S. Ply, Inc.**

**Field Plies:**

**Cap Sheet:** Duraflex 190FR SBS (170 mils /4.3 mm thick; weight 105 lbs per square; with a non-woven polyester mat).

**Interply:** Duraflex 190S SSS (120 mils/ 3.0 mm thick; weight 88 lbs per square; with a non-woven polyester mat).

**Mopped Granular Flashing Plies:**

**Cap Ply:** Duraflex 190FR SSS (170 mils/4.3 mm thick; weight 105 lbs per square; with a non-woven polyester mat).

**Stripping Ply:** Duraflex 190S SSS (120 mils/3.0 mm thick; weight 88 lbs per square; with a non-woven polyester mat).

**Heat Fused Granular Flashing Plies:**

**TBD**

**Heat Fused Aluminum Clad Flashing Plies:**

**Cap Ply:** Duraflex Aluminum SBS (140 mils/3.5 mm thick; weight 103 lbs per square; with a fiberglass mat).

**Stripping Ply:** Duraflex 190S SSS (120 mils/3.0 mm thick; weight 88 lbs per square; with a non-woven polyester mat) hot mopped.

**Cold Adhesive:** 901 Premium Modified Adhesive

3. **General notes:**

All foil faced flashing products shall be resistant to thermal shock.

Flashing systems are to be two ply systems (specify backer ply).

Provide liquid flashing system (catalyzed acrylic resin and fleece inner layer) at pipe and other similar penetrations.

**Note:** If required, provide heavier base sheets or other components if required by the roofing manufacturer for the application being used, i.e., hot asphalt, etc.

4. Provide roofing system and application to meet the wind uplift requirements of the roof warranty
5. Application methods and materials are required to differ from those listed above due to new or existing slopes that are in excess of the slope limit of the specified systems, provide materials and application methods as recommended by the roofing

manufacture for those conditions. It is the Contractor's responsibility to verify all slopes and coordinate with roofing manufacturer's requirements.

6. Provide watertight parapet treatment, as a part of the roofing system, extending full height and under the copings where indicated of all parapets.
7. Provide manufacturer's standard walk pads where indicated on the drawings.

B. Sheet metal work shall include; see Section 076200:

1. Flashing and trim, as indicated on the drawings.
2. Liquid membrane flashing system at cold pipe penetrations, including vents, etc.
3. Metal edge securement shall be designed and installed in strict accordance with ANSI/SPRI ES-1, except basic wind speed shall be determined from Figure 1609 of the 2021 edition of the International Building Code. Nailer securement shall resist a vertical load of 200lbf/Ft or the design load, whichever is greater and comply with FM 1-29/FM 1-49. Bolts shall be staggered to avoid splitting the wood. Fasteners shall be located approximately 4 inches but not less than 3 inches from each end of the wood blocking. Fasteners shall be staggered, spaced at a maximum 12 inches on center and penetrate the wood sufficiently to achieve the design pullout resistance. Spacing of fasteners shall be on maximum 6 inch centers in corner regions of the building. Aforementioned fastener spacing is minimum and closer spacing if required by FM 1-29/FM 1-49
4. Extruded aluminum roof cover expansion joints

C. Rough Carpentry: Treated wood nailers and associated items specified in Section 06100.

D. Hatches installed as a part of the roofing work are specified in Section 07800.

E. Related Sections

1. Section 076200-Flashing and Sheetmetal

### 1.03 QUALITY ASSURANCE

A. Thermal Performance: The roofing system, including roofing, (not including ceiling), and insulation (thickness as required) shall provide an average minimum R-value of 21.

1. "R" values required are based on requirements of SPR R 257-55 the U.S. Department of Commerce. Provide insulation thicknesses required to achieve slopes indicated which may provide better thermal performance than specified above

B. Insulation shall have a flame spread of 25 or less and smoke developed factor of 450 or less per ASTM E84.

C. Installer: Roofing and sheet metal work shall be by a single firm, called the Installer in this Section, specializing in the type(s) of roofing required, so that there will be undivided responsibility for the performance of the work.

- D. **Roofer's Certification:** The Roofing Contractor shall provide a current letter or Certificate of Certification issued by the Roof System Manufacturer that indicates he has attained the highest level of certification as an installer of the roof system specified that is issued by the manufacturer. This letter or certificate shall be submitted electronically to the Designer within 48 hours from date and time of bid opening. Failure to provide the Roof System Manufacturer's letter or certification certificate within time allotted shall be cause for rejection of the Roofing Contractor's bid proposal.
- E. **UL Rating:** Provide materials and roofing systems which have been tested, listed and labeled by UL for the following Class or Rating as roofing:
- F. Provide "Class A" rating, except as otherwise indicated.
- G. **Factory Mutual Rating:** Factory Mutual System (FM), meeting FM "Approval Standard, Class I Roof Covers Class Number 4470", current edition with current supplements and "Approval Standard, Class I Insulated Steel Deck Roofs. Class Number 4450" current edition with current Supplements. Design for wind uplift resistance according to applicable Loss Prevention Data Sheets and the current annual Approval Guide, with current supplements. Use current FM data for wind uplift pressure resistance for Class 1-90 Windstorm Classification and MH hail resistance rating, which will be required for all State owned building roofs. For securement of associated components comply with FM-1-29 "Roof Deck Securement and Above-Deck Components" and FM 1-49 "Perimeter Flashing".  
Structural: Design and size components including type and spacing of fasteners to withstand dead and live loads caused by positive and negative wind pressure acting normal to plane of roof as required by and calculated in accordance with the International Building Code 2021 and Supplements (parish) and ASCE 7-latest edition, based on wind pressures indicated on the S-series drawings, corner zones shall be defined by the Code, corner zones shall be defined by the Code
- H. **Manufacturer of Roofing Materials:** Obtain primary materials from a single manufacturer, who publishes complete information on the required system, and offers to guarantee or bond the completed roofing installation as required. Obtain secondary materials from sources acceptable to the manufacturer of the primary materials.
- An approved manufacturer shall have been in business manufacturing in the United States a minimum of (5) five years and the roofing system specified has been applied for (5) five years in the same type climatic zone as the geographic location of subject project.
- For FP&C, submit a list of qualifying applications that can be documented as having been applied and performing well. For FP&C, submit the performance records of at least 3 roofs with addresses, locations and telephone numbers of contact persons. This information will expedite FP&C inspections of manufacturer's systems applications.
- I. The roofing system product supplier shall furnish the Roofing Contractor with Material Safety data Sheet/Sheets (MSDS), incorporating OSHA approved form, current edition. Said sheets shall be available at the site at all times until project completion.
- J. Take print of application readings with hand held infrared thermometer and log results for inspection.

- K. The State has the right to sample ALL roofing products on site for testing by an accredited laboratory if deemed essential to do so and without advance notice.
- L. FP&C may, at their option, select and employ at FP&C'S expense:
  - 1. A roofing systems Consultant to review the Construction Documents and/or perform surveillance during any installation of substrate, roofing, flashing and any other part of the total roofing system.
  - 2. An independent roofing inspection service specializing in performing Non-Destructive Evaluation (NDE), for moisture detection purposes, before the final acceptance of the roofing or before the end of the roofing Guarantee Period.
  - 3. Have a full time representative on site during the roofing installation. Additionally, FP&C may conduct a moisture survey using FP&C's Roofing Section personnel and equipment prior to the Department's approval and acceptance of the roofing contract. Discuss this with Facility Planning and Control before completing Construction Documents.
- M. Standards: as follows

Underwriters Laboratories, Inc. (UL), "ROOFING MATERIALS AND SYSTEMS DIRECTORY", "FIRE RESISTANCE - VOL. 1 DIRECTORY", "FIRE RESISTANCE - VOL. 2 DIRECTORY.", and "BUILDING MATERIALS DIRECTORY", current annual editions. Use Class A fire rating.

American Society for Testing Materials (ASTM), current annual edition, including product association standards, e.g., those of (AAMA) American Architectural Manufacturers Association; and (ANSI) American National Standards Institute; (AISI) American Iron & Steel Institute; (CDA) Copper Development Association;

Fifth edition of the NRCA Roofing and Waterproofing Manual

#### 1.04 MODIFIED BITUMEN CRITERIA

- A. General Requirements: All SBS membrane systems shall be a multi-layer, homogeneous roofing sheet assembly with a granular surfacing on the cap sheet layer. All roofing sheets shall be made with identical SBS blend formulations and manufactured using the same process for sheet construction.
- B. Performance Features: All SBS membrane systems shall have the following performance features as a minimum.
  - 1. Phased Construction: Each SBS sheet shall be manufactured as an independent waterproofing layer. The independent waterproofing layer design shall allow for phased construction between layers.
  - 2. Granule Surfacing: The finished membrane system shall have a factory applied granule surfacing to allow for ease of inspection, maintenance and repair.
  - 3. Detail Treatments: The SBS membrane terminations and associated roof penetrations shall be waterproofed using conservative detail configurations according to the following basic criteria.

- a. Flanged metal flashings shall be primed both sides and set in mastic over the first SBS layer and waterproofed using a minimum of 2 additional layers of the SBS membrane.
  - b. Walls, curbed penetrations, etc. shall be waterproofed using a minimum total of 4 layers of the SBS membrane at junctures of the roof deck to the penetration. The 4 layered construction shall consist of: SBS base ply layer; SBS reinforcing ply layer; SBS cap sheet layer; SBS flashing sheet layer.
4. Underwriters Laboratories Rated: The SBS membrane system shall be UL rated Class A without the necessity for maintenance oriented coatings or surfacings.
5. Factory Mutual Approved: The membrane system shall meet FM Standard 4470/ 4450 at specified wind loads.
6. Physical Properties: Each SBS sheet shall have the physical properties as a minimum specified under Part 2 herein.
7. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
  - a. Accelerated Weathering: Roofing system shall withstand two thousand (2000) hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
  - b. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272
8. Provide roofing system and application to meet the wind uplift requirements as calculated by ASCE/SEI 7-latest edition: The net design wind pressures below represent the net pressures (sum of internal and external) to be applied normal to each building surface, as required by and calculated in accordance with the International Building Code 2021 and Supplements (Orleans Parish) and ASCE 7- latest edition, based on wind pressures indicated on the S-series drawing and perimeter and corners as required by Codes, figured without parapets.

#### 1.05 PRE-INSTALLATION CONFERENCE AND INSPECTIONS

- A. A preliminary roofing conference to include Contractor and roofing contractor shall be held upon Designers receipt of submittals, and approximately two weeks prior to beginning of roofing operations, the roofing Contractor shall arrange to meet with the Architect, his inspector (if any), a representative of the material's manufacturer, and his project foreman which will be required to be on the roof at all times when any roofing is being done, for the purpose of reviewing specification requirements, construction procedures, and the prevalent job conditions under which the work is to be performed.
  1. Use Office of Facility Planning and Control's standard form "Recommended Agenda for Roofing Conference" included in Division 0 –Bidding and Contractual Documents as a guide for conducting the meeting.
  2. Include the Owner, Architect, Contractor, Roofing Contractor and the Roofing Superintendent, Roofing Manufacturer's technical representative, and if applicable, installers of roof accessories and roof-mounted equipment.
- B. Roofing Conferences are required and conducted by the Designer. Three roofing conferences shall be held, that is, two pre-roofing conferences and one conference at final inspection for project wrap-up.

- C. **Roofing Final Inspection and Wrap-Up:** Conduct a Final Inspection and Wrap-up at Project site to assure 100% completion of the roofing project's requirements.
  - 1. Use Office of Facility Planning and Control's standard form "Agenda for Roofing Final Inspection and Wrap-up" included in Division 00 - General Conditions as a guide for conducting the inspection.
  - 2. Include the Owner, Architect, Contractor, Roofing Contractor and the Roofing Superintendent, Roofing Manufacturer's technical representative, and if applicable, installers of roof accessories and roof-mounted equipment.
- D. **One-Year Warranty Inspection:** Conduct a roof inspection at Project site at the end of the one-year warranty period following Substantial Completion:
  - 1. Include the Owner, Architect, Contractor, Roofing Contractor and Roofing Manufacturer's technical representative.
  - 2. Correct all roof deficiencies.
- E. **Two Year Roofer's Guaranty Inspection** Conduct a roof inspection at Project site at the end of the Roofer's two-year warranty period following Substantial Completion:
  - 1. Include the Owner, Architect, Contractor, Roofing Contractor and Roofing Manufacturer's technical representative.
  - 2. Submit a written report to FP&C, with a copy to the User, completed by the Roof System Manufacturer's representative within seven days of each site visit.
- F. The Roofing Contractor or Roofing Systems Manufacturer, as applicable, shall make approved repairs and/or replacements covered by the Guarantee.
- G. The Roofing Contractor or Roofing Systems Manufacturer, as applicable, shall make approved repairs and/or replacements covered by the Guarantee. The project will not be accepted until the Roofing Contractor's Guarantee and the Roofing Manufacturer's Guarantee are both executed in strict accordance with the Contract Documents and data from and have been submitted to and accepted by the Owner

#### 1.06 ACCEPTANCE OF ROOF DECK

- A. Roofing Contractor shall inspect the roof deck and shall either accept the roof deck or shall indicate to the General Contractor where the deck is not acceptable for proper application of the roofing membrane.

#### 1.07 NOTIFICATION OF START OF WORK

- A. The Contractor shall notify the Architect of his intention to begin work not less than 48 hours (2 working days) in advance so that arrangements may be made for an inspector to be present. No work is to be performed without the presence of the inspector.

#### 1.08 SUBMITTALS

- A. **Manufacturer's Data:** Submit two copies of roof layout drawings, specifications, installation instructions and sample warranty from the manufacturer for each major roofing product, insulation and sheetmetal required. Include data substantiating compliance with the requirements, including wind load uplift resistance. Indicate by transmittal form that the Installer has received a copy of the manufacturer's instructions and recommendations.



- B. Furnish approved application recommendations and manufacturer's proposed Assembly Letter (PAL), which must include itemizing sequences of applications to provide for (1) inspection and approval by the Manufacturer's representative and the Owner's representative of the first ply or interply membrane to ensure no ponding at interply complete with flashing installation prior to (2) application of the cap sheet and final finishing work on the flashings, both base and edge.
- C. Contractor's Certification: The Contractor shall certify in writing that the materials he will be using in the roofing system(s) shall be in accordance with the specifications.
- D. Manufacturer's Certification - Bulk Bitumen: If bulk bitumen is used, submit two copies of manufacturer's certification indicating that materials delivered comply with the required standards. Include statistical and descriptive data for each product. Submit certificate with each load before it is used; or arrange with Architect to submit blanket certification to follow the last load, listing the dates, amounts and other statistical data for each load.
  - 1. Submit continuous log of time and temperature for each load of bitumen, show date obtained from manufacturer, where held and how transported prior to final heating and application on roof.
  - 2. Submit softening point test reports on samples of the bitumen used on the project, taken at the beginning of the days work and at 2-hour intervals during the course of the work thereafter. Test by Ring and Ball Test, ASTM D 36.
  - 3. Furnish manufacturer's EVT letter for each batch asphalt delivered to the site. Submit to the Designer and also Facility Planning & Control.
- E. Sheetmetal Shop Drawings showing layout, profiles, methods of joining, and anchorages details, including counter-flashings, and expansion joint covers. Provide layouts 1/4 inch scale and details at 3 inch scale.
- F. Submit, in a ring binder, three (3) copies of all roofing data, including manufacturer's catalogs/manuals of materials and accessories used in the Project, including manufacturer's Maintenance recommendations, for distribution to the User and Umbrella Agencies as directed by the Owner. See Section 01700 - Project Closeout.
- G. Tapered insulation Shop Drawings showing slope layouts on 1/8" scale roof plan with all drains, roof edge conditions and equipment. Also indicate required R values.
- H. Record Documents: The Roofing Contractor shall submit to the Designer, in 3-ring binders, three (3) copies each of all roofing data, including manufacturer's catalogs/manuals of materials and accessories used in the Project, including manufacturer's guarantee and maintenance recommendations, for distribution to the User, Umbrella Agencies and Designer.
- I. The roofing system product supplier shall furnish the Roofing Contractor with Material Safety Data Sheet/Sheets (MSDS), incorporating OSHA approved form, current edition." State that "Said sheets shall be available at the site at all times until project completion." A copy shall be filed in the project file with FP&C.

#### 1.09 STORAGE AND HANDLING

- A. All materials shall be stored off the ground on pallets and protected from damage and moisture by tarpaulins. Do not store felts or roofing materials on the ground or over new

concrete floors. Stack roofing felt or roofing materials on the ground or over new concrete floors. Stack roofing felt reels on end during storage. No damp felts, insulation, shall be used. Avoid prolonged storage of felts at the site. All materials must be absolutely dry and in good condition when ready for use. All materials which in the opinion of the Architect, have become damaged or otherwise unfit for use during delivery or storage shall be replaced at the expense of the Contractor.

#### 1.10 ENVIRONMENTAL REQUIREMENTS

- A. Precipitation: Do not apply roofing materials during precipitation or in the event there is a probability of precipitation during application.
- B. Temperature Restrictions-asphalt: At ambient temperatures of 40 degrees F and below, special precautions must be taken to ensure that the specified Type IV asphalt maintains a minimum acceptable 400 degrees F at the point of sheet application. The asphalt must not be overheated to compensate for cold conditions, Kettles, carts, etc shall be insulated. Luggers and carts shall never be more than half filled at all times.

#### 1.11 PROTECTION REQUIREMENTS

- A. Torch Safety: Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas of the roof construction. Continue the fire watch after roofing material application has been suspended for the day.
- B. Debris Removal: Remove all debris daily from the project site and take to legal dumping area authorized to receive such materials.
- C. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

#### 1.10 WARRANTY

- A. Manufacturer's Warranty: Upon successful completion of the project, and after all post installation procedures have been completed, the Contractor shall furnish the Owner with the Manufacturer's twenty (20) year NDL labor and materials membrane guarantee acceptable to the State of Louisiana. The guarantee shall not exclude random areas of ponding from coverage defined as "no standing water after 48-hours from the last rain", and shall not require the Owner's signature to become valid.

**See required attached R-1 Guarantee and "Manufacturer's NDL Watertightness Membrane Roofing System Warranty (Nov 2020)" in Division 0 –Bidding and Contractual Documents.**

Each of the approved manufacturer's listed herein have developed a specific warranty format that is acceptable to the State of LA. Twenty (20) year NDL warranty shall be consistent with provisions contained in the attached "Manufacturer's NDL Watertightness Membrane Roofing System Warranty". Warranty No changes to the approved manufacturer's warranty are allowed without the consent of the State of LA. A separate (20) year guarantee of the

roofing system shall be furnished by the manufacturer of the materials. The sample form of the guarantee shall be delivered to the Architect from the manufacturer processed through the Contractor.

1. The manufacturer is to include a list of all component parts of the roofing system that shall be guaranteed. The manufacturer's letter shall also state approval and acceptance of the installer of the roofing system. This form, list and letter shall be received and reviewed by the Architect for compliance as a shop drawing prior to conducting the Preliminary Roofing Conference.
- B. The Roofing Manufacturer's Guarantee/Warranty shall guarantee at the manufacturer's own cost and expense, to make or cause to be made such repairs to/replacement of, to correct any and all faulty installations or materials of the roofing system, to keep the roofing system in a watertight condition throughout the guarantee period. The guarantee shall not be prorated. The Manufacturer's specific exclusions shall be itemized, reviewed and approved by the Owner prior to signing the contract with the approved General Contractor. The fully executed guarantee shall be delivered to the Architect in three original counterparts prior to Final Acceptance of the Work. Signature by Facility Planning & Control shall not be a condition of a valid guarantee. All riders or attachments noting changes to the original guarantee shall be so noted on the face of the original guarantee.
1. The Roofing Contractor or Roofing Systems Manufacturer, as applicable, shall make approved repairs and/or replacements covered by the Guarantee. The project will not be accepted until the Roofing Contractor's Guarantee and the Roofing Manufacturer's Guarantee are both executed in strict accordance with the Contract Documents and data from and have been submitted to and accepted by the Owner.
- C. Roofing contractor shall furnish guarantee covering watertightness of the roofing system for the period of two (2) years from the date of substantial completion-see attached following this section
- D. The Architect, FP&C, User Agency, the General Contractor, the Roofing Contractor and Roofing Manufacturer's technical representative shall make inspections of the roofing system toward the end of the one (1) year warranty period and toward the end of the Roofing Contractor's two (2) year guarantee period. Further, the Roofing System Manufacturer's authorized technical representative shall inspect the roofing system near the close of the Manufacturer's Guarantee. A written report shall be submitted to FP&C, with a copy to the User, by the Roof System Manufacturer's representative within seven days of each site visit. The Roofing Contractor or Roofing Systems Manufacturer, as applicable, shall make approved repairs and/or replacements covered by the Guarantee. State that the project will not be accepted until the Roofing Contractor's Guarantee and the Roofing Manufacturer's Guarantee are both executed in strict accordance with the Contract Documents and have been submitted to and accepted by the Owner.
- E. Roofing guarantees shall be executed in duplicate, signed by the appropriate parties and submitted to the Architect.
- G. The project will not be accepted until the Roofing Contractor's Guarantee and the Roofing Manufacturer's Guarantee are both executed in strict accordance with the Contract Documents.

**PART 2 - PRODUCTS****2.01 MATERIALS GENERAL**

- A. General: Furnish the specified materials for this roofing operation. Furnish all accessories necessary for a complete roofing and sheet metal job even if not specifically shown or specified. Substitution of any other materials or assemblies will not be permitted without prior approval before bid time.
- B. Primer: Provide primer on all substrates to receive roofing components. Primer(s) shall be as recommended by roofing component manufacturers.
- C. Wood Blocking and Curbs: See Section 06100.

**2.02 ASPHALT MODIFIED BITUMEN ROOFING**

- A. Roofing Membrane Assembly: The roof membrane assembly shall consist of two (2) plies of a prefabricated, reinforced, homogeneous Styrene-Butadiene-Styrene (SBS) block copolymer modified asphalt membrane. The cap sheet shall have factory applied granular surfacing. The modified bitumen base ply shall be fully adhered to the prepared substrate as specified herein, and shall possess waterproofing capability, such that a phased roof application, with only the modified bitumen base ply in place, can be achieved for prolonged periods of time without detriment to the watertight integrity of the entire roof system. The modified bitumen cap sheet membrane shall be fully adhered to the modified bitumen base ply as specified herein.
- B. Flashing Membrane Assembly: The flashing membrane assembly shall consist of a prefabricated, scrim-mat reinforced, Styrene-Butadiene-Styrene (SBS) block copolymer modified asphalt membrane with a continuous, channel-embossed metal-foil surfacing. A low softening point asphalt shall be incorporated into the membrane between the metal foil surfacing and the SBS modified bitumen asphalt membrane, at the channels, in order to preclude foil delamination during daily thermal cycling.
  - 1. Penetrations shall be flashed with Catalyzed Acrylic Resin Liquid Flashing
- C. Primer: Primer(s) shall be as recommended by roofing component manufacturers.
  - 1. At wood use asphalt primer complying with ASTM D-41.
- D. Asphalt Bitumen: ASTM D 312, Type IV
- E. Cant Strips: Treated wood or fibrous material complying with uplift requirements.
- F. Flashing Cement: ASTM D4586, Type II, bituminous plastic roofing cement, non-asbestos containing formulation.
- G. Walkway Protection Board: Manufacturer's standard as part of roofing system ASTM D 6163, Grade G, Type I or II, SBS-modified asphalt sheet reinforced with glass fibers; granule surfaced; prefabricated, puncture resistant polyester core reinforced, polymer modified

bitumen sheet material topped with a ceramic-coated granule wearing surface to match CR finish ply and as follows:

1. Thickness: 0.217 in (5.5 mm)
  2. Weight: 1.8 lb/ft<sup>2</sup> (8.8 kg/m<sup>2</sup>)
  3. Width: 30 in (76.2 cm)
- I. Mechanical Anchors: Type 304Stainless steel fastened where installed into treated wood with size as specifically recommended by the insulation and roofing manufacturer for the type of deck used and complying with fire, insurance and FM rating requirements to comply with specified wind uplift requirements
- J. Catalyzed Acrylic Resin Liquid Flashing System: A specialty flashing system consisting of a liquid-applied, fully reinforced, multi-component acrylic membrane installed over a prepared or primed substrate. The flashing system consists of a catalyzed acrylic resin primer, basecoat and topcoat, combined with a non-woven polyester fleece. The resin and catalyst are pre-mixed immediately prior to installation. The use of the specialty flashing system shall be specifically approved in advance by the membrane manufacturer for each application systems by specified manufacturers.
- K. Low Rise Foam Adhesive: Single component polyurethane adhesive dispensed from a portable pre-pressurized container requiring no external power source- range of working temperatures (33° F/0.5° C to 111° F/43° C. Equal to INSTA STIK™ Quik Set Commercial Roofing Adhesive by Insta-Foam Products, Div. of Dow Chemical Corp and “OlyBond500” adhesive by OMG, “Parstick” by Siplast, Soprema: Duotrack 365, Johns Manville: Two-part Urethane Insulation Adhesive, Firestone: I.S.O. Twin Pack

## 2.03 SHEET METAL AND ACCESSORIES

- A. Sheetmetal – Precoated aluminum-zinc coated steel, ASTM A792, type AZ-50, Grade 50, Commercial quaity, with coating both sides and no applied finishes , 30 year warranty for the aluminized metal equal to Galvalume by BIEC International,.
- B. Caulking: Polysulfied or polyurethane based compound meeting Federal Specification TT-S-00227, Type II:
1. Pecora - Synthacaulk with primer where required.
  2. DAP - Flexiseal with primer where required.
  3. Sikaflex 1A - Sika with primer where required.
  4. Titebond by Franklin International

## 2.04 SHEETMETAL FABRICATION

- A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form

exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.

- B. Seams: Fabricate non-moving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder. Use standing seams on flat horizontal surfaces.
- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used, or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- D. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.
- E. Separations: Provide for separation of metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.
- F. All corners shall be factory fabricated.

## 2.05 ROOF INSULATION

- A. Base Layer (Straight and Tapered): A closed cell, rigid polyisocyanurate foam core material, integrally laminated between glass fiber facers. The isocyanurate panel shall be in full compliance with ASTM C1289, Type II, Class I, minimum 25 psi. Any tapered panels shall have a minimum thickness of 1 inch at any point and total nominal thickness indicated on the drawings and to provide an average R value of 21. The insulation, for thermal performance, shall provide an R-value of 10 for each 1.5 thickness. Acceptable types are as follows:
  - 1. "Partherm" by Siplast, AC Foam II by Atlas Energy Products, and ISO 95+ Insulation by Firestone Building Products, Inc.
  - 2. Provide tapered units of minimum 1/4" per foot where slope indicated on the Drawings; crickets at vertical abutments shall have a minimum of 1/2" per foot slope.
- B. Cover Board: Nonstructural, non-woven, non asphaltic glass mats embedded into both faces and 500 PSI moisture-resistant treated faced gypsum core, 1/2" thick, "Dens-Deck Duraguard Primed" by the Georgia-Pacific Corp and "Securock Roof Board by USG, and compatible with specified hot-mopped roofing system. Perlite type cover boards are not acceptable.
  - 1. Insulation panels installed in hot bitumen shall have a maximum panel size of four (4) feet.
- C. At all roof drains, provide one-piece 8' x 8' sloped polyiso insulation board pre-manufactured drain sets to accomplish a sump, 1.5" minimum thickness

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. All surfaces to be covered shall be smooth, dry and free from dirt, debris and foreign material which will affect the adherence and integrity of the specified materials. Installation of the roofing felts constitutes the acceptance of the roof deck by the Installer.
- B. Kettles shall be located on the ground at a safe distance from the building. The Contractor shall provide one (1) 10 lb. capacity ABC rated fire-extinguishers close to the kettle location and on the roof. Disperse materials to reduce fire hazard. Kettles brought to the job shall be free of all previous job materials. Protect the side of the building with other than roofing felt where bitumen and other materials are being lifted to the roof.
- C. Use woven fiberglass mops only for mopping operations. Recent investigations reveal a fire hazard exists due to spontaneous combustion in bituminous soaked cotton mops.
- D. Do not place any load on the roof that will exceed the safe design load.
- E. Provide barricades and, where necessary, signs to ensure the safety of the general public and other workmen on the job from fire and falling materials.
- F. The Roofing Contractor shall be responsible for the proper attachment of the specified work to any work embedded in, in contact with, or forming an integral part of the specified roofing system.
- G. Special care shall be taken to ensure that the bitumen is heated to the proper temperature and that the upper limit is not exceeded. Over-heated bitumen shall not be used and shall be removed from the site. Provide a working and clearly visible thermometer on all kettles.
  - 1. Operations will be shut down and all materials in the kettle rejected until thermometer is provided.
- H. All roof areas shall be accurately laid out for proper lap and sequence of plies, and all plies laid to chalked line. Each ply shall be broomed in place while the bitumen is yet hot and tacky; and felts shall be free from fishmouths, buckles, blisters, or other faulty workmanship.
- I. Water Cut Offs: Provide water cut-offs at the end of each day's work or whenever operations cease due to weather conditions. Water cut-offs shall seal the exposed edges of roof insulation and shall consist of two plies of No. 15 tarred felt extending from a point 12" on the roof deck carrying up and over the roofing and extending 6". Hot mop both edges so that they are weathertight. Follow with a glaze coat. Remove the cut-off before commencing work at that point at a later date.

### 3.02 INSULATION

- A. Comply with the manufacturer's instructions for the particular condition of installation including treatment at edges of each insulated area. Extend insulation in thickness as shown over concrete deck. Cut and fit tightly around obstructions, and fill voids with insulation and mastic. Form crickets and tapered areas as shown and as required for proper drainage of the membrane.
- B. Run long joints of insulation in continuous straight line, perpendicular to roof slope, with end joints staggered between rows. Stagger joints two ways in each course by not less than 1/3 of the narrow boards dimension.

- C. Mechanically Fastened Thermal Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
  - 1. Fasten insulation according to requirements in FM Global's "RoofNav" for specified Windstorm Resistance Classification with loads specified on the S-series drawings.
  - 2. Two (2) layers of thermal insulation is required, install first layer as required to prevent movement of insulation during installation of next layer. Attach top layer as required above.
- D. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches (150 mm) in each direction. Loosely butt cover boards together and adhere with low rise foam to thermal insulation. Tape joints if required by roofing system manufacturer.
  - 1. Prime the cover board per roof manufacturer's recommendations

### 3.03 ASPHALT MODIFIED BITUMEN ROOFING INSTALLATION

- A. Asphalt Modified Bitumen Roofing: Two (2) plies of modified bitumen asphalt membrane set in asphalt bitumen equal to systems specified installed in strict accordance with roof manufacturer's printed instructions and the Fifth edition of the NRCA Roofing and Waterproofing Manual.
- B. Priming: Prime metal flanges (all jacks, edge metal, lead drain flashings, etc.) and concrete and masonry surfaces with a uniform coating of asphalt primer ASTM D-41-73.
- C. Kettles and Tankers: Kettles and tankers shall be equipped with accurate, fully readable thermometers. Asphalt shall not be heated to or above its flash point. Avoid heating at or above the FBT, should conditions make this impractical, heating must be no more than 25 degrees below the EVT and no more than 25 degrees F above EVT.
- D. Asphalt Temperatures: If the EVT information is not provided, the following asphalt temperature shall be observed. **Maximum heating temperature shall be 455 degrees F. Minimum application temperature shall be 400 degrees F. Application temperatures above these recommended temperatures may adversely affect roof system perform.**
  - 2. Asphalt manufacturer to furnish EVT letter for each batch delivered to the site with copy sent to Facility Planning & Control
- E. Asphalt Moppings: All moppings shall be maximum 25 pounds/square, and shall be total in coverage, leaving no breaks or voids.
- F. Bitumen Consistency: Cutting or alterations of bitumen primer, and sealants will not be permitted.
- G. Roofing Application: All layers of roofing shall be laid free of wrinkles, creases or fishmounts. Sufficient pressure shall be exerted on the roll during application to ensure prevention of air pockets. Lap seams of the cap sheet layer. The courses shall be staggered to ensure this.



1. All layers of roofing shall be laid in relation to the slope of the deck as recommended by the manufacturer.
  2. The base ply shall be fully bonded to the prepared substrate and shall have a minimum of three (3) inch side and end laps. Each sheet shall be applied directly behind the asphalt applicator.
  3. The cap sheet shall be bonded to the base ply and have a minimum of three (3) inch side and end laps. Each sheet shall be applied directly behind the asphalt applicator.
  4. Sufficient pressure shall be exerted on the metal clad modified bitumen sheet to ensure the prevention of air pockets. This can be accomplished by using a damp, kitchen type sponge mop or a damp, heavy duty cotton nap paint roller.
  5. All end laps of the metal-clad modified bitumen flashing sheet shall be primed with a uniform coating of the specified asphalt primer and allowed to thoroughly dry prior to overlapping of adjoining sheets.
  6. All side laps of the metal-clad modified bitumen flashing sheet shall be heat fused to ensure a complete seal.
  7. Maximum sheet lengths and special fastening of the specified roof membrane system may be required at various slope increments where the roof deck slope exceeds one-half (1/2) inch per foot. The manufacturer shall provide acceptable sheet lengths and the required for all roofing sheet applications to applicable roof slopes.
- H. Granule Embedment: Mineral granules shall be broadcast over all bitumen overruns on the cap sheet surface, while the bitumen is still hot, to ensure a monolithic surface color.
- I. Flashing Application at Vertical Walls: Flashing shall be accomplished using the reinforcing sheet and metal foil flashing membrane. The flashing shall be applied in three foot lengths (cut from the end of roll) using the factory selvage edge for laps. The reinforcing sheet shall be lapped a minimum of three (3) inches to itself and shall extend a minimum of three (3) inches onto the base surface and three (3) inches up the parapet wall above the cant. Lap seams in the reinforcing layer shall never coincide with the laps of the metal foil flashing layer. The reinforcing sheet shall be adhered by a mopping of asphalt both wall and sheet. After the cap sheet has been applied to the top of the cant, the surface area that is to receive flashing coverage shall be prepared by torch heating granular surfaces or application of asphalt primer to foil surfaces allowing primer to dry thoroughly. The metal foil flashing sheet shall be torched in place. Pressure shall be exerted on the flashing sheet during application to ensure complete contact with the wall/roof surfaces, preventing air pockets; this can be accomplished by using a damp sponge or shop rag. All loose laps and edges shall be checked and sealed. The top edge of the flashing shall be nailed on nine (9) inch centers.
- J. Use of Metallic Powder: Metallic powder shall be broadcast over all bitumen overruns on the metal foil membrane surface color.
- K. Sheet Metal Components: In all cases, unless otherwise approved by the roofing manufacturer, flanged components shall be incorporated into the system between the application of the base ply and the cap sheet. The flange must be primed with a uniform coating of approved ASTM D41-73 asphalt primer and allowed to dry thoroughly; all flanges must be set in approved mastic.

### 3.04 SHEET METAL

- A. Furnish and install sheet metal roof edges, copings, flashing and counterflashing and protrusions in a manner indicated or implied by the Plans and Specifications and as recommended by the manufacturer and SMACNA. See Section 07620
- B. Join sheet metal using a flat locked seam or lapped and securely soldered joints. For gravel guards butt ends together and furnish a joint cover 4" wide, fully bedded in flashing cement, and securely locked to the gravel guard. Make allowance at all joints for expansion and contraction. At exposed edges, sheet metal shall be hemmed and returned upon itself 1/2" for strength. At lap joints, make hems together so that one slides into the other. Nail down all metal flanges 3" on center.
- C. All items passing through the roof whether shown or not shall be provided with collar and umbrella flashing or pipe penetration seals.
- D. Cleaning: Upon completion, all exposed sheet metal work shall be cleaned of all grease spots, oil, dirt, solder spatter, and the work shall be left in a clean and first class condition.

### 3.05 ROOF ACCESSORIES

- A. Install roof accessories in accordance with manufacturer's recommendations. All roof accessories shall be left in a clean and first class condition.

**END OF SECTION**

**STANDING-SEAM METAL ROOFING****SECTION 076100****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes standing-seam metal roof panels.
  - 1. At Building E, remove existing roofing and substrate to extent required to provide new self-adhering, high-temperature underlayment on existing board insulation, and new standing seam metal roof, 1-1/2" high seam, 12" centers secured to the existing metal deck to meet performance wind/uplift loads,
  - 2. At Building B provide new self-adhering, high-temperature underlayment on existing/new wood board deck and new standing seam metal roof,
  - 3. Existing roof system at Building E includes standing seam metal roof, 1-1/2" seam with concealed fasteners on 2 layers 30# felts on 2 layers of 1.5" polyisocyanurate board insulation on 5/8" Type X gypsum board mechanically fastened to metal deck.
  - 4. **Note:** Contractor is solely responsible for providing weathertightness of the existing buildings at all times during the contract time. Provide all required temporary weather protection at all removal and new construction.

**1.3 ROOF CONFERENCES AND INSPECTIONS**

- A. Preliminary Roof Conference: Upon receipt of submittals, conduct a Preliminary Roof Conference at the project site to establish a direct line of communication; iron out initial questions regarding the project; and to review project submittal requirements.
  - 1. Use Office of Facility Planning and Control's standard form "Agenda for Preliminary Roof Conference" included in Division 0 - as a guide for conducting the meeting.
  - 2. Include the Owner, Architect, Contractor, Roof Contractor and the Roof Superintendent, Roof Manufacturer's technical representative, and if applicable, installers of roof accessories and roof-mounted equipment.
- B. Pre-Application Roof Conference: Upon delivery of materials to the site, conduct a Pre-Application Conference at Project site to verify the readiness of the project structure to receive activities; review Preliminary Roof Conference Minutes; review last minute details; review changes or corrections to submittals; and to review the schedule of work.

1. Use Office of Facility Planning and Control's standard form "Agenda for Roof Pre-Application Conference" included in Division 00 - General Conditions as a guide for conducting the meeting.
  2. Include the Owner, Architect, Contractor, Roof Contractor and the Roof Superintendent, Roof Manufacturer's technical representative, and if applicable, installers of roof accessories and roof-mounted equipment.
- C. Roof Final Inspection and Wrap-Up: Conduct a Final Inspection a Wrap-up at Project site to assure 100% completion of the roof project's requirements.
1. Use Office of Facility Planning and Control's standard form "Agenda for Roof Final Inspection and Wrap-up" included in Division 00 - General Conditions as a guide for conducting the inspection.
  2. Include the Owner, Architect, Contractor, Roof Contractor and the Roof Superintendent, Roof Manufacturer's technical representative, and if applicable, installers of roof accessories and roof-mounted equipment.
- D. One-Year Warranty Inspection: Conduct a roof inspection at Project site at the end of the one-year warranty period following Substantial Completion:
1. Include the Owner, Architect, Contractor, Roof Contractor and Roof Manufacturer's technical representative.
  2. Correct all roof deficiencies.
- E. Two Year Roofer's Guaranty Inspection Conduct a roof inspection at Project site at the end of the Roofer's two-year warranty period following Substantial Completion:
1. Include the Owner, Architect, Contractor, Roof Contractor and Roof Manufacturer's technical representative.
  2. Submit a written report to FP&C, with a copy to the User, completed by the Roof System Manufacturer's representative within seven days of each site visit.
  3. The Roof Contractor or Roof Systems Manufacturer, as applicable, shall make approved repairs and/or replacements covered by the Guarantee.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
- B. Sustainable Design Submittals:
1. Product Test Reports: For roof materials, documentation indicating that roof materials comply with Solar Reflectance Index requirements.
  2. Product Data: For recycled content, indicating postconsumer and preconsumer recycled content and cost.

C. Shop Drawings:

1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 3 inches per 12 inches (1:5).

D. Calculations:

1. Include calculations with registered engineer seal, verifying roof panel and attachment method resist wind pressures imposed on it pursuant to applicable building codes and the drawings.

E. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.

1. Include similar Samples of trim and accessories involving color selection.

F. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.

1. Metal Panels: 12 inches (305 mm) long by actual panel width. Include clips, fasteners, closures, and other metal panel accessories.

## 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Manufacturer and Installer.

B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

C. Field quality-control reports.

D. Sample Warranties: For special warranties.

E. The roofing system product supplier shall furnish the Roofing Contractor with Material Safety Data Sheet/Sheets (MSDS), incorporating OSHA approved form, current edition." State that "Said sheets shall be available at the site at all times until project completion." A copy shall be filed in the project file with FP&C

F. The roofing system product supplier shall furnish the Roofing Contractor with Material Safety Data Sheet/Sheets (MSDS), incorporating OSHA approved form, current edition." State that "Said sheets shall be available at the site at all times until project completion." A copy shall be filed in the project file with FP&C

## 1.6 CLOSEOUT SUBMITTALS

A. The Roofing Contractor shall submit to the Designer, in 3-ring binders, three (3) copies each of all roofing data, including manufacturer's catalogs/manuals of materials and accessories used in

the Project, including manufacturer's guarantee and maintenance recommendations, for distribution to the User, Umbrella Agencies and Designer.

#### 1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in architectural sheet metal products.
- B. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- C. An approved manufacturer shall have been in business manufacturing in the United States a minimum of (5) five years and the roofing system specified has been applied for (5) five years in the same type climatic zone as the geographic location of subject project.  
For FP&C, submit a list of qualifying applications that can be documented as having been applied and performing well. For FP&C, submit the performance records of at least 3 roofs with addresses, locations and telephone numbers of contact persons. This information will expedite FP&C inspections of manufacturer's systems applications.
- D. Roofer's Certification: The Roofing Contractor shall provide a current letter or Certificate of Certification issued by the Roof System Manufacturer that indicates he has attained the highest level of certification as an installer of the roof system specified that is issued by the manufacturer. This letter or certificate shall be submitted electronically to the Architect as part of the roofing submittals prior to ordering roofing materials.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on metal panels until installation. Remove as panels are being installed. Verify film is not left on installed panels.

#### 1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

#### 1.10 COORDINATION

- A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.
- B. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

#### 1.11 WARRANTY

- A. Special Galvalume Substrate Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including rupturing, or perforating.
    - b. Deterioration of metals and other materials beyond normal weathering.
  - 2. Warranty Period: 20 years and 6 months from date of Substantial Completion.
- B. Special Weathertightness Warranty: State of Louisiana, Office of Facility Planning and Control, "Twenty (20) Year Weathertightness Metal Roof System" and "Roof Guarantee R-3 (Metal)" are required and included in Division 0 –Bidding and Contractual Documents. Guarantee covering watertightness of the roofing system for the period of twenty (20) years from the date of substantial completion and 20 years on the finish. See enclosed R3 and FP&C 20 year NDL warranty documents for metal roof guarantee, which is a sample metal roof warranty that is included as reference of an acceptable warranty. Bidders are to be advised that this warranty, complete and fully executed, must be used; or, at the option of the successful bidder, a "Manufacturer's Warranty" may be used provided it is written exactly as the enclosed version
  - 1. Warranty Period: 20 years from date of Substantial Completion.
  - 2. Shop drawings must be provided to, reviewed, and approved by panel manufacturer prior to panel system installation.
  - 3. Inspections by panel system manufacturer technical representative are required. Perform first inspection when underlayment and flashing are in place and second inspection when the roof is complete.
  - 1. The Roofing Contractor or Roofing Systems Manufacturer, as applicable, shall make approved repairs and/or replacements covered by the Guarantee. The project will not be accepted until the Roofing Contractor's Guarantee and the Roofing Manufacturer's Guarantee are both executed in strict accordance with the Contract Documents and data from and have been submitted to and accepted by the Owner.
  - 2. The Roofing Manufacturer's Guarantee/Warranty shall guarantee at the manufacturer's own cost and expense, to make or cause to be made such repairs to/replacement of, to correct any and all faulty installations or materials of the roofing system, to keep the roofing system in a watertight condition throughout the guarantee period. The guarantee shall not be prorated. The Manufacturer's specific exclusions shall be itemized, reviewed and approved by the Owner prior to signing the contract with the approved General Contractor. The fully executed guarantee shall be delivered to the Architect in three original counterparts prior to Final Acceptance of the Work. Signature by Facility

Planning & Control shall not be a condition of a valid guarantee. All riders or attachments noting changes to the original guarantee shall be so noted on the face of the original guarantee

- C. Special Installer Warranty: Furnish a written warranty signed by the Applicator guaranteeing materials and workmanship for watertightness of the roofing system, flashings, penetrations, and against all leaks.
  - 1. Warranty Period: Two years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 29 percent.
- B. Energy Performance: Provide roof panels according to one of the following when tested according to CRRC-1:
  - 1. Three-year, aged solar reflectance of not less than 0.55]and emissivity of not less than 0.75]
  - 2. Three-year, aged Solar Reflectance Index of not less than 64 when calculated according to ASTM E 1980.
- C. Structural Performance: Design and size and spacing of fasteners and all components to withstand dead and live loads caused by positive and negative uplift wind pressure acting normal to plane of roof as required by and calculated in accordance with the International Building Code 2021 and Supplements (Orleans parish) and ASCE 7-latest edition, based on wind pressures indicated on the S-series drawings, corner zones shall be defined by the Code, corner zones shall be defined by the Code
- D. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) when tested according to ASTM E 1680 and ASTM E 283 at the following test-pressure difference:
  - 1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).
- E. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 1646 and ASTM E 331 at the following test-pressure difference:
  - 1. Test-Pressure Difference: 15 lbf/sq. ft. (718.2 Pa).
- F. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.
  - 1. Uplift Rating: UL 90.
- G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint



sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

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

## 2.2 STANDING-SEAM METAL ROOF PANELS

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.

1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.
2. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1637.

- B. Vertical-Rib, Snap-Joint, Standing-Seam Metal Roof Panels: Formed with vertical ribs at panel edges and panel striations between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and snapping panels together.

1. Basis-of-Design Product: Subject to compliance with requirements, provide “Cee-lock” Berridge Manufacturing Company; or “Snap-Clad” by Pac-Clad Petersen:
2. Metallic-Coated Steel Sheet: Aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M, Class AZ50 (Class AZM150) coating designation; structural quality.
  - a. Nominal Thickness: 22 gauge
3. Clips: Continuous Cee-Rib with Vinyl Weatherseal Insert to accommodate thermal movement.
  - a. Material: aluminum-zinc alloy-coated steel sheet, thickness as required for uplift loads.
4. Panel Coverage: 12 inches
5. Seam Height: 1.5 inches (38 mm).

## 2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 40 mils (1.02 mm) thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: Stable after testing at 240 deg F (116 deg C); ASTM D 1970.

2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.
3. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Mid-States Asphalt Quick Stick HT Pro
  - b. Polyglass Polystick MTS
  - c. Soprema Lastobond Shield HT
  - d. Tamko TW Underlayment or TW Metal & Tile Underlayment

#### 2.4 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C 645; cold-formed, metallic-coated steel sheet, ASTM A 792/A 792M, Class AZ50 (Class AZM150) coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.
- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
  1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
  2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Gutters: Formed from same material as roof panels, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch (2400-mm) long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced a maximum of 36 inches (914 mm) o.c., fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets.
- E. Downspouts: Formed from same material as roof panels. Fabricate in 10-foot (3-m) long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Finish downspouts to match gutters.
- F. Panel Fasteners: Zinc-coated steel, corrosion resisting steel, zinc cast head, or nylon capped steel, type and size as approved for the applicable loading requirements.
- G. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are non-staining, and do not damage panel finish.
  1. Joint Sealant: Silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.

## 2.5 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using factory set, non-adjustable, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
  - 1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
  - 2. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
  - 3. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
    - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.

## 2.6 FINISHES

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are unacceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
  - 1. Examine primary and secondary roof framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer.
  - 2. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal roof panel manufacturer.
    - a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

### **3.3 UNDERLAYMENT INSTALLATION**

- A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at metal roof locations, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches (152 mm) staggered 24 inches (610 mm) between courses. Overlap side edges not less than 36 inches (914.4 mm). Extend underlayment into gutter trough. Roll laps with roller. Cover underlayment within 14 days or as directed by the underlayment product manufacturer.
  - 1. Apply over the entire roof surface.
  - 2. At minimum apply over the roof area indicated below:
    - a. Roof perimeter for a distance up from eaves of 36 inches (914 mm) beyond interior wall line.
    - b. Valleys, from lowest point to highest point, for a distance on each side of [18 inches (460 mm)] . Overlap ends of sheets not less than 6 inches (152 mm).
    - c. Rake edges for a distance of 18 inches (460 mm).
    - d. Hips and ridges for a distance on each side of 12 inches (305 mm).
    - e. Roof-to-wall intersections for a distance from wall of 18 inches (460 mm)
    - f. Around penetrating elements for a distance from element of 18 inches (460 mm) .

- B. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."

### 3.4 METAL PANEL INSTALLATION

- A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated and SMACNA for a weathertight installation. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
  - 1. Shim or otherwise plumb substrates receiving metal panels to be level to 1/4 inch in 20 ft. (6 mm in 6.1 m).
  - 2. Flash and seal metal panels at perimeter of all openings. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
  - 3. Locate and space fastenings in uniform vertical and horizontal alignment.
  - 4. Install flashing and trim as metal panel work proceeds.
  - 5. Panels should be continuous without end laps.
  - 6. Align bottoms of metal panels and fasten.
  - 7. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.
- B. Fasteners: stainless-steel fasteners
- C. Anchor Clips: Anchor metal roof panels and other components of the Work securely in place, using manufacturer's approved fasteners according to manufacturers' written instructions
  - 1. **Concealed anchor clips (16 gauge galvanized steel) shall be spaced and fastened with type and spacing of fasteners as required to meet uplift loads (maximum of 12" on center or closer if required for required wind loads and uplift requirements.)**
- D. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- E. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer.
  - 1. Install clips to supports with self-tapping fasteners.
  - 2. Install pressure plates, if required, at locations indicated in manufacturer's written installation instructions.
  - 3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied vinyl weatherseal.
- F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, and similar items. Provide types indicated by metal roof panel manufacturers; or, if not indicated, types recommended by metal roof panel manufacturer.
- G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof and weather-resistant performance.
  2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
- H. Gutters: Join sections with riveted and soldered or lapped and sealed joints. Attach gutters to eave with gutter hangers spaced not more than 36 inches (914 mm) o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.
- I. Downspouts: Join sections with telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1524 mm) o.c. in between.
1. Provide elbows at base of downspouts to direct water away from building.
  2. Connect downspouts to underground drainage system indicated.
- J. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to metal roof panels as recommended by manufacturer for weather tight installation.

### 3.5 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align metal panel units within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines as indicated and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

### 3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect metal roof panel installation, including accessories. Report results in writing.
- B. Remove and replace applications of metal roof panels where tests and inspections indicate that they do not comply with specified requirements.
- C. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.
- D. Prepare test and inspection reports.

### 3.7 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
- B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

**FLASHING AND SHEET METAL****SECTION 076200****PART 1 - GENERAL****1.01 SECTION INCLUDES:**

- A. Gravel stops, copings, flashings, leader heads, gutters, downspouts, built in metal valleys and gutters and drainage trough with shingle leak barrier and underlayment (specified in Section 073100 and associated metal cap flashing.

**1.02 RELATED SECTIONS**

- A. Section 073100-Shingle Roofing
- B. Section 074000--Metal Profile Roofing
- C. Section 075000--Modified Bitumen Roofing
- D. Section 076100-Standing-Seam Metal Roofing.

**1.03 SUBMITTALS**

- A. Manufacturer's Data: Submit two copies of specifications, installation instructions and sample warranty from the manufacturer for flashing and sheetmetal required. Include data substantiating compliance with the requirements.
- B. Sheetmetal Shop Drawings: Showing layout, profiles, methods of joining, and anchorages details. Provide layouts 1/4 inch scale and details at 3 inch scale.
- C. Samples of the following sheet metal and accessory items:
  - 1. 8 inch square samples of specified sheet materials to be exposed as finished surfaces.
- D. For all materials with recycled content, provide product data sheets or a letter from the manufacturer indicating percentages of post-consumer and pre-consumer recycled content. Include a statement indicating costs for each product provided under this section.

**1.04 QUALITY ASSURANCE**

- A. Insurance Requirements: Provide fascia systems complying with Factory Mutual Loss Prevention Data Sheets 1-49 "Perimeter Flashing" requirements in either of the following categories and wind zones.
- B. Industry Standards: Provide products which comply with applicable requirements of SMACNA "Architectural Sheet Metal Manual" except as otherwise indicated.
- C. Design and size components to withstand dead and live loads caused by positive and uplift, negative wind pressure acting normal to plane of roof as required by and calculated in accordance with the International Building Code 2015 and Supplements (local Parish) and ASCE 7-10, and corners as required by Codes.
- D. Gravel stops, copings, etc product shall be UL Classified by Underwriters Laboratories, Inc.® or other 3<sup>rd</sup> party verification of compliance with the applicable ANSI/SPRI ES-series



## Wind Design Standard

### 1.05 WARRANTY/GUARANTEE:

- A. Warranty: Aluminized steel shall not rupture, fail structurally or perforate within a period of 30 years after shipment from our manufacturing plants due to exposure to normal atmospheric conditions.

## PART 2 - PRODUCTS

### 2.01 SHEET METAL MATERIALS AND ACCESSORIES

- A. Sheetmetal – Precoated aluminum-zinc coated steel, ASTM A792, type AZ-50, Grade 50, Commercial quality, with coating both sides and no applied finishes, 30 year warranty for the aluminized metal equal to Galvalume by BIEC International, Inc

Provide gauge required by SMACNA for the specific conditions, but in no case less than 24

- B. Miscellaneous Materials and Accessories:

1. Solder: As recommended by the sheetmetal manufacturer.
2. Fasteners: Same metal as flashing/sheet metal or, other non-corrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.
3. Bituminous Coating: SSPC - Paint 12, solvent type bituminous mastic, nominally free of sulfur, compounded for 15-mil dry film thickness per coat.
4. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, non-drying, nonmigrating sealant.
5. Elastomeric Sealant: Generic type recommended by manufacturer of metal and fabricator of components being sealed and complying with requirements for joint sealants as specified in Division 7 Section "Joint Sealers".
6. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of work, matching material being installed, noncorrosive, size and gage required for performance but not less than item being anchored.
7. Roofing Cement: ASTM D 2822, asphaltic.

- D. Products shall have the greatest amount of recycled content possible. Recycled content is defined as the post-consumer recycled content plus one-half of the pre-consumer recycled content.

### 2.02 SHEETMETAL FABRICATION

- A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line

and levels indicated.

1. Exposed edges folded back to form hems.
- B. Seams: Fabricate non-moving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- C. Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.
- D. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used, or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- E. Gutters: Form in sections not less than 8 ft. in length, complete with end pieces, outlet tubes, and any special pieces that may be required. Join sections with riveted and soldered or sealed joints. Unless otherwise indicated, provide expansion-type slip joint at the center of runs. Furnish gutter supports spaced at 36" o.c., constructed of same metal as gutters.
- F. Downspouts: Formed in sections approximately 10 ft. long, complete with elbows and offsets. Join sections with minimum 1-1/2" telescoping joints. Provide fasteners for top, bottom, and 5' o.c. intermittently between, designed to securely hold downspouts not less than 1" away from walls.

## 2.06 MEMBRANE SHEET FLASHINGS

- A. Rubberized Asphalt Sheet Flashing: Manufacturer's standard composite flashing product consisting of a pliable and highly adhesive rubberized asphalt compound 32 mils thick, bonded completely and integrally to a high-density, cross-laminated polyethylene film, 8 mils (0.2 mm thick, to produce an overall thickness of 40 mils (1.0 mm), Ice and Watershield by W.R. Grace and equal.
  1. Primer: Flashing manufacturer's standard product or product recommended by flashing manufacturer for bonding flashing sheets to masonry and concrete.

## PART 3 - EXECUTION

### 3.01 SHEET METAL

- A. Furnish and install sheet metal roof edges, copings, flashing and counterflashing and protrusions in a manner indicated or implied by the Plans and Specifications and as recommended by the manufacturer and SMACNA and comply with the Fifth edition of the NRCA Roofing and Waterproofing Manual
- B. Join sheet metal using a flat locked seam or lapped and securely soldered joints. For gravel guards butt ends together and furnish a joint cover 4" wide, fully bedded in flashing cement, and securely locked to the gravel guard. Make allowance at all joints for expansion and contraction. At exposed edges, sheet metal shall be hemmed and returned upon itself 1/2" for

strength. At lap joints, make hems together so that one slides into the other. Nail down all metal flanges 3" on center.

- C. All corners shall be factory fabricated.
  - D. All items passing through the roof whether shown or not shall be provided with collar and umbrella flashing or pipe penetration seals.
  - E. Metal Pipe Flashings: Consist of a two (2) component assembly as follows:
    - 1. The first component shall be a stainless steel roof jack having a minimum four (4) inch perimeter flange, and a sleeve opening to fit closely around the penetration without forcing, with a minimum eight (8) inch height. All metal laps shall be fastened and soldered.
    - 2. The second component shall be a stainless steel , watertight umbrella, fabricated to be mechanically secured tightly by stainless steel drawband around the roof penetration and extended beyond the roof jack opening by a minimum radius of three (3) inches. The top edge of the watertight umbrella shall be caulked using an approved sealant.
  - F. Set coping in a full bed of mastic using four (4) inch cover plates at joints, tightly fitted. Space joints equally and equal at ends. No section shall be smaller than 4'-0" in length.
    - 1. Where blocking is shown, provide treated wood continuous under the sheetmetal or fibrous tapered edge strip set in mastic and one layer of felt.
  - G. Cleaning: Upon completion, all exposed sheet metal work shall be cleaned of all grease spots, oil, dirt, solder spatter, and the work shall be left in a clean and first class condition.
  - H. Underlayment: Provide membrane flashing at under all gravel stops and copings.
  - I. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.
  - J. Install counterflashing in reglets, either by snap-in seal arrangement or by welding in place for anchorage and filling reglet with mastic or elastomeric sealant, as indicated and depending on degree of sealant exposure.
  - K. Metal edge securement shall be designed and installed in strict accordance with ANSI/SPRI ES-1, except basic wind speed shall be determined from Figure 1609 of the 2021 edition of the International Building Code. Nailer securement shall resist a vertical load of 200lbf/Ft or the design load, whichever is greater. Bolts shall be staggered to avoid splitting the wood. Fasteners shall be located approximately 4 inches but not less than 3 inches from each end of the wood blocking Fasteners shall be staggered, spaced at a maximum 12 inches on center and penetrate the wood sufficiently to achieve the design pullout resistance. Spacing of fasteners shall be on maximum 6 inch centers in corner regions of the building Nail flanges of expansion joint units to curb nailers, at maximum spacing of 6 inches o.c. Fabricate seams at joints between units with minimum 3 inch overlap, to form a continuous, waterproof system.
  - L. Install gutters and downspouts in accordance with SMACNA; slope gutters for positive.
- 3.02 RUBBERIZED SHEET MEMBRANE FLASHINGS
- A. Prepare substrate surfaces so that they are smooth and free from projections that could puncture flashing. Seal penetrations in flashing with adhesive/sealant/tape as recommended

by flashing manufacturer. Prime if recommended by the manufacturer

- B. Install membrane and seal penetrations in strict accordance with the membrane manufacturers printed instructions. Turn up ends not less than 4" to form a continuous pan where installed horizontally. Roll edges and joints to eliminate "fishmouths".

**END OF SECTION**

**ALUMINUM GLAZED ENTRANCES****SECTION 084100****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Remove existing doors and replace with new aluminum glazed entrance doors in existing frames.
- B. Door hardware.
- C. Exterior glass and doors shall meet large missile impact criteria per requirements of SBCCI SSTD-12, and ASTM E1886 and E1996.
- D. 9/16" laminated hurricane/impact resistance glazing

**1.02 REFERENCES**

- A. AAMA - Metal Curtain Wall, Window, Store Front and Entrance - Guide Specifications Manual.
- B. AAMA - Curtain Wall Manual #10 - Care and Handling of Architectural Aluminum From Shop to Site.
- C. AAMA 501 - Methods of Test for Metal Curtain Walls.
- D. AAMA 603.8 - Performance Requirements and Test Procedures for Pigmented Organic Coatings on Extruded Aluminum.
- E. AAMA 608.1 - Specification and Inspection Methods for Electrolytically Deposited Color Anodic Finishes for Architectural Aluminum.
- F. AAMA SFM-1 - Aluminum Storefront and Entrance Manual.
- G. ADA - American with Disabilities Act of 1990, Title III (Accessibility Regulations for Private Entities) and latest amendments (if any).
- H. ANSI A117.1 - Safety Standards for the Handicapped.
- I. ANSI/ASTM A36 - Structural Steel.
- J. ANSI/ASTM A386 - Zinc Coating (Hot Dip) on Assembled Steel Products.
- K. ANSI/ASTM A446 - Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality.
- L. ANSI/ASTM B209 - Aluminum and Aluminum-Alloy Sheet and Plate.

- M. ANSI/ASTM B221 - Aluminum-Alloy Extruded Bar, Rod, Wire, Shape, and Tube.
- N. ANSI/ASTM E283 - Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors.
- O. ANSI/ASTM E330 - Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- P. ANSI/ASTM E331 - Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- Q. SSPC - Steel Structures Painting Council.

#### 1.03 SYSTEM PERFORMANCE REQUIREMENTS

- A. Structural Performance: Conduct tests for structural performance with ANSI/ASTM E 330. At the conclusion of the tests there shall be no glass breakage or permanent damage to fasteners, anchors, hardware or actuating mechanism. Framing members shall have no permanent deformation in excess of 0.2 percent of their clear span.
  - 1. Structural: Design and size components to withstand dead and live loads caused by positive and negative wind pressure acting normal to plane of wall as required by and calculated in accordance with the international Building Code 2021 and Supplements (City of New Orleans Building Code) and ASCE 7-latest edition, measured in accordance with ANSI/ASTM E330 and when tested in accordance with ANSI/ASTM E330 as follows based on 145 mph wind speed; based on Load resistance factored design.
  - 2. Limit mullion deflection when subjected to wind load specified to flexure limit of glass or L/175 whichever is less and in no case greater than 3/4"; with full recovery of glazing materials and allowable stress with a safety factor of 1.65.
  - 3. Deflection Parallel to the Plane of the Wall: Test pressures required to measure deflection parallel to the plane of the wall shall be equal to 1.5 times the wind pressures specified above. Deflection of any member carrying its full dead load shall not exceed an amount that will reduce glass bite below 75 percent of the design dimension and shall not reduce the edge clearance between the member and the fixed panel, glass or other fixed member above to less than 1/8 inch. The clearance between the member and an operable door or window shall be at least 1/16 inch.
  - 4. System to accommodate, without damage to components or deterioration of seals, movement within system, movement between system and peripheral construction, dynamic loading and release of loads and deflection of structural support framing.
- B. Door Weather Resistance: Fabricate exterior door and frame units, including weatherstripping and thresholds, to prevent the uncontrolled penetration of air and water under normal severe weather conditions as follows:
  - 1. Uncontrolled penetration of water is defined as the interior accumulation in any one

- hour of more than 0.01 gallon of water per linear foot of operable door perimeter, during heavy rain (1 gal/s.f./hr.) with wind velocity of 25 mph.
2. Uncontrolled penetration of air is defined as the infiltration of air at a rate in excess of 0.5 cubic foot of air per minute per linear foot of operable door perimeter, during direct exposure to a wind velocity of 25 mph.

#### 1.04 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Shop Drawings: Submit for each aluminum entrance and storefront system required, including:
  1. System dimensions.
  2. Framed opening requirements and tolerances.
  3. Layout and installation details, including relationship to and inclusion of adjacent work.
  4. Elevations at 1/4 inch scale.
  5. Detail sections of typical composite members.
  6. Anchors and reinforcement.
  7. Hardware mounting heights.
  8. Provisions for expansion and contraction.
  9. Glazing details.
- C. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, door hardware and internal drainage details.
- D. Hardware Schedule: Submit complete hardware schedule organized into sets based on hardware specified. Coordinate hardware with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish. Include item name, name of the manufacturer and complete designations of every item required for each door opening.
- E. Samples: Submit two samples 2 x 4 inches in size illustrating pre-finished aluminum surface.

#### 1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with AAMA SFM-1 and AAMA - Metal Curtain Wall, Window, Store Front and Entrance - Guide Specifications Manual.
- B. Conform to requirements of ANSI A117.1.
- C. Comply with requirements of the American with Disabilities Act of 1990, Title III (Accessibility Regulations for Private Entities) and latest amendments (if any).

#### 1.06 QUALIFICATIONS

- A. Manufacturer and Installer: Company specializing in manufacturing aluminum glazing systems with minimum three years documented experience.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, protect and handle products to site under provisions of Section 01600.
- B. Handle work of this section in accordance with AAMA - Curtain Wall Manual #10.
- C. Protect pre-finished aluminum surfaces with wrapping or stripable coating. Do not use adhesive papers or sprayed coatings which bond when exposed to sunlight or weather.

**1.08 ENVIRONMENTAL REQUIREMENTS**

- A. Do not install sealants when ambient temperature is less than 40 degrees F during and 48 hours after installation.

**1.09 FIELD MEASUREMENTS**

- A. Verify that field measurements are as indicated on shop drawings.

**1.010 WARRANTY**

- A. Provide three year warranty under provisions of Section 01700.
- B. Warranty: Include coverage for complete system for failure to meet specified requirements.

**PART 2 - PRODUCTS****2.01 MANUFACTURERS - ENTRANCE AND STOREFRONT AND PUNCHED WINDOWS**

- A. Series 350 medium stile doors by Kawneer or equal by U.S. Aluminum Corp., YKK AP America and Vistawall.

**2.02 MATERIALS**

- A. Extruded Aluminum: ANSI/ASTM B221; 6063 alloy, T5 temper for doors, door frames, fixed glass sidelights, storefronts and transoms, T6 temper for extruded structural members.
- B. Sheet Aluminum: ANSI/ASTM B209; alloy and temper suitable for use.
- C. Fasteners: Non-magnetic stainless steel or aluminum or other materials warranted by manufacturer to be non-corrosive and compatible with aluminum components.
  - 1. Do not use exposed fasteners except where unavoidable for application of hardware.
  - 2. Provide any exposed fasteners with phillips flat head machine screws with finish to match finish of members and hardware being fastened.
- D. Concealed Flashing: 0.0179 inch (26 gage) minimum dead-soft stainless steel, or 0.026 inch thick minimum extruded aluminum of alloy and type selected by manufacturer for



compatibility with other components.

- E. Brackets and Reinforcements: Provide high-strength aluminum brackets and reinforcements; where use of aluminum is not feasible provide nonmagnetic stainless steel or hot-dip galvanized steel complying with ASTM A 123.
- F. Compression Weatherstripping: Manufacturer's standard replaceable compressible weatherstripping gaskets of molded neoprene complying with ASTM D 2000 or molded PVC complying with ASTM D 2287.
- G. Sliding Weatherstripping: Manufacturer's standard replaceable weatherstripping of wool, polypropylene, or nylon woven pile, with nylon fabric or aluminum strip backing, complying with AAMA 701.2.

## 2.03 COMPONENTS

- A. Stile-and-Rail Type Entrance Doors: Provide tubular frame members, fabricated with welded joints.
  - 1. Glazing: Fabricate doors to facilitate replacement of glass or panels, without disassembly of stiles and rails. Provide snap-on extruded aluminum square glazing stops, with exterior stops anchored for nonremoval.
  - 2. Design: Provide 1-3/4 inch thick doors of design indicated.
    - a. Medium stile (3-1/2 inch nominal width for top and vertical stiles and 10 inch wide bottom rail).
- B. Weatherstripping: Where exterior door stiles or head rails do not close against fixed stops equipped with compression weatherstripping, provide sliding weatherstripping, retained in an adjustable strip in a mortise centered in the edge of the door.
- C. Flashings: 0.0625 inch thick aluminum, finish to match mullion sections where exposed.

## 2.04 GLASS AND GLAZING MATERIALS

- A. Glass and Glazing Materials: 9/16" thick clear laminated glass, with glass and framing meeting large missile impact criteria per requirements of SSTD-12, hurricane/impact resistance complying with Code. Two sheets of glass laminated together with a minimum 0.090" thick plastic interlayer or thicker if required to meet SSTD-12
- B. Gaskets: Manufacturer standard neoprene or EPDM wedge type gaskets produced for the specified framing system.

## 2.05 HARDWARE

- A. Provide heavy-duty hardware units as indicated, scheduled, or required for operation of each door, including the following items of sizes, number, and type recommended by manufacturer

for service required; finish to match doors unless otherwise indicated:

1. Continuous Hinges: Comply with ANSI A 156.4, Grade 1, full height of door. Provide exposed parts of cast aluminum alloy.
  2. Single-Acting, Independently Hung, Concealed Overhead Closers: Comply with ANSI A 156.4, Grade 2. Provide concealed arm and track. Comply with manufacturer's recommendations for closer size, depending on door size, exposure to weather and anticipated frequency of use. Include the following:
    - a. Approved: LCN 2030.
  3. Cylinders: Mortise type, 6-pin tumbler, outside cylinder units with cast aluminum face; comply with ANSI A 156.5, Grade 1.
  4. Lever Handles: Cast aluminum alloy inside lever handle units.
  5. Panic Hardware: Concealed-rod type panic exit devices activated by full-width crash bar. Comply with UL 305 with night latch.
  6. Thresholds: Extruded aluminum threshold of size and design indicated in mill finish, complete with anchors and clips, coordinated with pivots and floor-concealed closers.
    - a. 1/2" panic type equal to Pemco 2005-T.
- B. Hardware Keying: Locks shall be master keyed and cross keyed to Owners master key system as directed by the Owner.

## 2.06 FABRICATION

- A. Fabricate components with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.
  1. Minimum thickness of frame and sill components shall be .125 inches.
- B. Accurately fit and secure joints and corners. Make joints flush, hairline, and weatherproof.
- C. Prepare components to receive anchor devices. Fabricate anchors.
- D. Arrange fasteners and attachments to conceal from view.
- E. Reinforce interior horizontal head rail to receive closer.
- F. Prepare components with internal reinforcement for door hardware and door operator hinge hardware.
- G. Reinforce framing members for imposed loads.

## 2.07 FINISHES

- A. Class I Clear Anodized Finish: AA-M12C22A41 (Mechanical Finish: as fabricated, nonspecular; Chemical Finish: etched, medium matte; Anodic Coating: Class I Architectural, clear film thicker than 0.7 mil) complying with AAMA 611.
- B. Apply one coat of bituminous paint to concealed aluminum and in contact with cementitious or dissimilar materials.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify dimensions, tolerances, and method of attachment with other work.
- B. Verify wall openings and adjoining materials are ready to receive work of this Section.

### 3.02 INSTALLATION

- A. Install wall system in accordance with manufacturer's instructions and AAMA - Metal Curtain Wall, Window, Store Front and Entrance - Guide Specifications Manual.
- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Provide alignment attachments and shims to permanently fasten system to building structure.
- D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- E. Provide thermal isolation where components penetrate or disrupt building insulation.
- F. Install sill flashings at abutting construction; turn up flashing a minimum of 1/2" to form a concealed continuous pan with soldered/sealed watertight joints including rear and end dams.
- G. Set thresholds in bed of mastic and secure.
- H. Install hardware using templates provided.
- I. Install glass in accordance with Section 08800, to glazing method required to achieve performance criteria.
- J. Install perimeter sealant in accordance with Section 07900.

### 3.03 TOLERANCES

- A. Maximum Variation from Plumb: 0.06 inches every 3 ft non-cumulative or 1/16 inches per 10

ft, whichever is less.

- B. Maximum Misalignment of Two Adjoining Members Abutting in Plane: 1/32 inch.

### 3.04 ADJUSTING

- A. Adjust work under provisions of Section 01700.
- B. Adjust operating hardware and sash for smooth operation.

### 3.05 CLEANING

- A. Clean work under provisions of 01700.
- B. Remove protective material from pre-finished aluminum surfaces.
- C. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.
- D. Remove excess sealant by method acceptable to sealant manufacturer.

### 3.06 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of Section 01500.
- B. Protect finished Work from damage.

**END OF SECTION**

**GYPSUM BOARD SYSTEMS****SECTION 092900****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Metal stud wall framing and channel/furred ceiling framing.
- B. Gypsum board.
- C. Provide acoustical insulation where batts insulation is indicated on the drawings
- C. Taped and sanded joint treatment.

**1.02 RELATED SECTIONS**

- A. Section 06100 - Carpentry: Wood blocking.
- B. Section 09900 - Painting: Surface finish.

**1.03 REFERENCES**

- A. ASTM C36 - Gypsum Wallboard
- B. ASTM C442 - Gypsum Backing Board and Core Board
- C. ASTM C645 - Non-Load (Axial) Bearing Steel Studs, Runners (Track), and Rigid Furring Channels for Screw Application of Gypsum Board.
- D. ASTM C754 - Installation of Framing Members to Receive Screw Attached Gypsum Wallboard, Backing Board, or Water Resistant Backing Board.
- E. ASTM C840 - Application and Finishing of Gypsum Board
- F. ASTM C1002 - Steel Drill Screws for the Application of Gypsum Board
- G. GA-201 - Gypsum Board for Walls and Ceilings
- H. GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board

**1.04 SUBMITTALS**

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide data on metal framing, gypsum board, profiled trim, and joint tape and compound.

### 1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with GA-216 and GA-600.
- B. Maintain one copy of each document on site.
- C. Single-Source Responsibility for Steel Framing: Obtain steel framing members for gypsum board assemblies from a single manufacturer.
- D. Single-Source Responsibility for Panel and Finishing Products: Obtain each type of gypsum board and finishing panel products from a single manufacturer.
- E. Design framing to limit deflection to  $L/360$  at 5 psf interior load.

### 1.06 QUALIFICATIONS

- A. Applicator: Company specializing in performing the work of this section with minimum five (5) years documented experience.

### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Neatly stack gypsum panels flat to prevent sagging.
- C. Handle gypsum board to prevent damage to edges, ends, and surfaces. Do not bend or otherwise damage metal corner beads and trim.

### 1.08 PROJECT CONDITIONS

- A. Environmental Conditions, General: Establish and maintain environmental conditions for applying and finishing gypsum board to comply with ASTM C840 and with gypsum board manufacturer's recommendations.
- B. Room Temperatures: For nonadhesive attachment of gypsum board to framing, maintain not less than 40°F (4°C). For adhesive attachment and finishing of gypsum board, maintain not less than 50°F (10°C) for 48 hours prior to application and continuously after until dry. Do not exceed 95°F (35°C) when using temporary heat sources.
- C. Ventilation: Ventilate building spaces, as required, for drying joint treatment materials. Avoid drafts during hot dry weather to prevent finishing materials from drying too rapidly.

### 1.09 REGULATORY REQUIREMENTS

- A. Conform to applicable code for fire rated assemblies as follows: Fire Resistance Ratings: As indicated by reference to GA File Numbers in GA-600 "Fire Resistance Design Manual" or to

design designations in UL "Fire Resistance Directory" or in the listing of another testing and inspecting agency acceptable to authorities having jurisdiction.

## **PART 2 - PRODUCTS**

### **2.01 PARTITION AND WALL FRAMING MATERIALS**

- A. Steel Studs and Runners: G40 galvanized members, ASTM C645 and/or ATSM C754, with flange edges of studs bent back 90 degrees and doubled over to form 3/16-inch-wide minimum lip (return) and complying with the following requirements for minimum thickness of base (uncoated) metal and for depth:
  - 1. Thickness: 25 gauge except 20 gauge at door jambs, and heavier where required by limiting heights published by the stud manufacturer.
  - 2. Depth: As indicated.
  - 3. Manufacturer: Member of the Steel Stud Manufacturers Association
- B. Fasteners for Metal Framing: Provide fasteners of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel framing and furring members securely to substrates involved; complying with the recommendations of gypsum board manufacturers for applications indicated and ASTM C514, C1002, and GA-216.

### **2.02 GYPSUM BOARD MATERIALS**

- A. Gypsum Board: ASTM C1396; 5/8 inch thick, maximum permissible length; ends square cut, tapered edges; Type X all locations.

### **2.03 ACCESSORIES**

- A. Accessories for Interior Installation: Corner beads, edge trim and control joints complying with ASTM C1047 and shall be sheet steel coated with zinc by hot-dip or electrolytic processes.
- B. Shapes indicated below by reference to Fig. 1 designations in ASTM C1047:
  - 1. Cornerbead on outside corners, unless otherwise indicated.
  - 2. LC-bead with both face and back flanges; face flange formed to receive joint compound. Use LC-beads for edge trim unless otherwise indicated.
  - 3. L-bead with face flange only; face flange formed to receive joint compound. Use L-bead where indicated.
  - 4. One-piece control joint formed with V-shaped slot, with removable strip covering slot opening.
- C. Joint Materials: ASTM C475; GA 201 and GA 216; reinforcing tape, joint compound, adhesive and water.
- D. Fasteners: ASTM C1002, Type S12, W and GA-216.

- E. Sound Attenuation Blankets: Comply with ASTM C 665, Type 1 and ASTM E 136; .70 pcf density, semi-rigid mineral glass blanket without membrane, Class 25 flame-spread, thickness indicated but not less than 3" for friction fit.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that site conditions are ready to receive work and opening dimensions are as instructed by the manufacturer.

#### **3.02 METAL WALL FRAMING INSTALLATION**

- A. Install framing in accordance with ASTM C754 and C840, GA-201, GA-216, and GA-600.
- B. Install supplementary framing, blocking, and bracing at terminations in gypsum board assemblies to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction. Comply with details indicated and with recommendations of gypsum board manufacturer or, if none available, with "Gypsum Construction Handbook" published by United States Gypsum Co.
- C. Install runners (tracks) at floors, ceilings, and structural walls and columns where gypsum board stud assemblies abut other construction.
  - 1. Where studs are installed directly against exterior walls, install asphalt felt strips between studs and wall.
- D. Installation Tolerances: Install each steel framing and furring member so that fastening surfaces do not vary more than 1/8 inch from the plane formed by the faces of adjacent framing.
- E. Install steel studs and furring in sizes and at spacings indicated, but not less than that required by the referenced steel framing installation standard, to comply with maximum deflection and minimum loading requirements specified.
- F. Install steel studs so that flanges point in the same direction and so that leading edges or ends of each gypsum board can be attached to open (unsupported) edges of stud flanges first.
- G. Frame door openings to comply with details indicated, with GA-219, and with applicable published recommendations of gypsum board manufacturer. Attached vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs. Use 20 gauge studs at openings.
- H. Extend stud framing of partitions through the ceiling to the structure above where shown or indicated. Maintain clearance under structural building members to avoid deflection transfer to studs. Provide extended leg ceiling runners.



- I. Blocking: Nail wood blocking to studs. Bolt or screw steel channels to studs. Install blocking for support of casework and countertops.

### 3.03 GYPSUM BOARD INSTALLATION

- A. Install gypsum board in accordance with ASTM C840, GA-201, GA-216 and GA-600.
- B. Install wall/partition board panels to minimize the number of abutting end joints or avoid them entirely. Stagger abutting end joints not less than one framing member in alternate courses of board. At stairwells and other high walls, install panels horizontally with end abutting joints over studs and staggered.
- C. Install gypsum panels with face side out. Do not install imperfect, damaged, or damp panels. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate both edge or end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Position adjoining panels so that tapered edges abut tapered edges, and field-cut edges abut field-cut edges and ends. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions. Avoid joints at corners of framed openings where possible.
- E. Spot grout hollow metal door frames for solid core wood doors, hollow metal doors, and doors over 32 inches wide. Apply spot grout at each jamb anchor clip and immediately insert gypsum panels into frames.
- F. Use screws when fastening gypsum board to metal furring or framing.
- G. Install edge trim where edge of gypsum panels would otherwise be exposed or semi-exposed. Provide edge trim type with face flange formed to receive joint compound except where other types are indicated.
  - 1. Install LC-bead where gypsum panels are tightly abutted to other construction and back flange can be attached to framing or supporting substrate.
  - 2. Install L-bead where edge trims can only be installed after gypsum panels are installed.
- H. Place corner beads at external corners. Use longest practical length. Place edge trim where gypsum board abuts dissimilar materials.
- I. Install control joints according to ASTM C840 and manufacturers recommendations, and in specific locations approved by the Architect for visual effect

### 3.04 JOINT TREATMENTS

- A. Tape, fill and sand joints, edges, and corners of drywall to produce specified surface finish, ready to receive finishes as follows in accordance with ASTM C840 and GA-214:

1. Level 1: At ceiling plenum areas and concealed areas, embed tape at joints, unless a higher level finish is required for fire-resistant rated assemblies and sound-rated assemblies.
2. Level 2: At panels that are substrates for tile finish and acoustical tiles, embed tape and apply separate first coat of joint compound to tape, fasteners and trim flanges.
3. Level 3: Where indicated or required by indicated assembly, embed tape and apply separate first and fill coats of joint compound to tape, fasteners and trim flanges.
4. Level 4: Where panels are exposed to view including panels to receive wallcovering, embed tape and apply separate first, fill and finish coats of joint compound to tape, fasteners, accessories and trim flanges. Touch up and sand between coats and after last coat as needed to produce a continuous smooth surface free of visual defects and ready to receive indicated finish.
5. Level 5: Where indicated on the drawings and/or specified herein, embed tape and apply separate first fill and finish coats of joint compound to tape, fasteners, accessories and trim flanges. Additionally, apply a thin, uniform skim coat of joint compound over entire surface. For skim coat, use finish coat joint compound or Tuff-Hide by U.S. Gypsum spray applied, for smooth finish with no evidence of substrate joints. Touch up and sand between coats and after last coat as needed to produce a continuous smooth surface free of visual defects and ready to receive indicated finish.
6. At partition indicated with sound blankets and/or STC rating, tape and float all joints full height of partitions.

B. Feather coats onto adjoining surfaces so that camber is maximum 1/32 inch

### 3.05 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

**END OF SECTION**

**ACOUSTICAL CEILINGS****SECTION 095110****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. New 12" x 12" acoustical tiles to match existing adhered to existing substrate.
- B. New 24" x 24" acoustical panels, to match existing installed in existing suspended metal grid..
- C. Modifications to existing in-place suspended acoustical ceiling systems to accommodate the new work. Where damaged by demolition work, replace grid and ceiling panels to match existing

**1.02 REFERENCES**

- A. ASTM C635 - Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- B. ASTM C636 - Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
- C. ASTM E1264 - Classification of Acoustical Ceiling Products.
- D. Ceilings and Interior Systems Contractors Association CISCA - Acoustical Ceilings: Use and Practice.
- E. UL - Fire Resistance Directory and Building Material Directory.

**1.03 SYSTEM DESCRIPTION**

- A. Suspension system to rigidly secure acoustical ceiling system including integral mechanical and electrical components with maximum deflection of 1/360.

**1.04 SUBMITTALS**

- A. Submit under provisions of Section 01300.
- B. Shop Drawings: Indicate grid layout and related dimensioning, junctions with other work or ceiling finishes, interrelation of mechanical and electrical items related to system.
- C. Product Data: Provide data on metal grid system components and acoustical units.
- D. Samples: Submit two samples full size illustrating material and finish of acoustical units.
- E. Samples: Submit two samples each, 12 inches long, of suspension system main runner, cross runner and edge trim.
- F. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

**1.05 QUALIFICATIONS**

- A. Grid Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Acoustical Unit Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

#### 1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable code for fire rated assembly and combustibility requirements for materials.

#### 1.07 ENVIRONMENTAL REQUIREMENTS

- A. Maintain uniform temperature of minimum 60 degrees F, 16 degrees C, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

#### 1.09 SEQUENCING

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Install acoustical units after interior wet work is dry.

#### 1.10 EXTRA MATERIALS

- A. Furnish under provisions of Section 01700.
- B. Provide 5 percent of total acoustical unit area of extra panels to Owner.

### **PART 2 - PRODUCTS**

#### 2.01 METAL SUSPENSION SYSTEM MATERIALS

- A. Metal Suspension System Standard: Provide manufacturer's standard metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable ASTM C 635 requirements.
- B. Finishes and Colors: Provide manufacturer's standard factory-applied finish for type of system indicated.
- C. Attachment Devices: Size for 5 times the design load indicated in ASTM C 635, Table 1, Direct Hung unless otherwise indicated.
  - 1. Corrosion Protection: Carbon steel components zinc plated to comply with ASTM B 633, Class Fe/Zn 5 (0.005 mm) for Class SC service condition (mild).
- D. Wire Hangers, Braces and Ties: Provide wires complying with the following requirements:
  - 1. Zinc-Coated Carbon Steel Wire: ASTM A 641 (ASTM A 641M), Class 1 zinc coating, soft temper.

2. Size: Select wire diameter so that its stress at 3 times the hanger design load (ASTM C 635, Table 1, Direct Hung) will be less than the yield stress of wire, but provide not less than 0.106 inch (2.69 mm) diameter wire.
- E. Sheet Metal Edge Moldings and Trim: Type and profile indicated, or if not indicated, manufacturer's standard moldings for edges and penetrations that fit acoustical panel edge details and suspension systems indicated; formed from sheet metal of same material and finish as that used for exposed flanges of suspension system runners.
- F. Steel Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from prepainted or electrolytic zinc-coated, cold-rolled steel sheet, with prefinished metal caps on flanges; other characteristics as follows:
  1. Structural Classification: Intermediate-duty system.
  2. End Condition of Cross Runners: Override (stepped) type.
  3. Cap Material and Finish: Steel sheet painted white.
  4. Face Width: Match existing
- G. Accessories: Stabilizer bars, clips, splices, edge moldings, hold down clips as required for suspended grid system.
- H. Support Channels and Hangers: Galvanized steel; size and type to suit application, and ceiling system flatness requirement specified.

## 2.02 MANUFACTURERS - ACOUSTICAL UNITS

- A. Acoustical Panels: ASTM E1264, Type 3, Form 2, Class 25 conforming to the following:
  1. Size: 24 x 24 inches.
  2. Thickness: Match existing.
  3. Composition: Match existing. With high humidity resistance and non-sag feature. Surface Burring Characteristics: Class A.
  4. Edge: Match existing.
  5. Surface Pattern and Color: Match existing
  6. Warranty: 10 years with no visible sag at 104 degrees F/90% relative humidity
- B. Acoustical Tiles: ASTM E1264, 12" x 12" thickness, and non-directional surface pattern, white color.
  1. Adhesive: Comply with ASTM D1779, type recommended by tile manufacturer, bearing UL label.

## 2.03 ACCESSORIES

- A. Touch-up Paint: Type and color to match acoustical and grid units.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that layout of hangers will not interfere with other work.

### **3.02 INSTALLATION - LAY-IN GRID SUSPENSION SYSTEM**

- A. Install suspension system in accordance with ASTM C636 Intermediate Duty, manufacturer's instructions and as supplemented in this section.
- B. Install system capable of supporting imposed loads to a deflection of 1/360 maximum.
  - 1. Space hangers not more than 16" at end and 48" between each runner.
- C. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.
- D. Install after major above ceiling work is complete. Coordinate the location of hangers with other work.
- E. Supply hangers or inserts for installation to Section with instructions for their correct placement.
- F. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of the supporting structure or of the ceiling suspension system.
- G. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with the location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
- H. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three (3) tight turns. Connect hangers either directly to structures or to inserts, eye screws, or other devices that are secure, that are appropriate for substrate, and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
- I. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- J. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- K. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability. Support fixture loads by supplementary hangers located within 6 inches of each corner; or support components independently.
- L. Do not eccentrically load system, or produce rotation of runners.

- M. Install edge molding at intersection of ceiling and vertical surfaces, using longest practical lengths. Miter corners. Provide edge moldings at junctions with other interruptions.
  - 1. Screw attach moldings to substrate at intervals not over 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.18 mm in 3.66 m). Miter corners accurately and connect securely.
  - 2. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- N. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

### 3.03 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
  - 1. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension system runners and moldings.
- C. Install units after above ceiling work is complete.
- D. Install acoustical units level, in uniform plane, and free from twist, warp and dents.
- E. Cut panels to fit irregular grid and perimeter edge trim.
- G. Coordinate insulation and other components as part of fire rated assembly.

### 3.04 ERECTION TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

**END OF SECTION**

**WOOD FLOOR REFINISHING****SECTION 095500****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Refinishing of existing wood flooring.

**1.02 SUBMITTALS**

- A. Submit under provisions of Section 01300.
- B. Submit product data for finishing materials.

**1.03 MAINTENANCE DATA**

- A. Submit maintenance data under provisions of Section 01700.
- B. Include recommended cleaning methods, cleaning materials, stain removal methods, and polishes.

**1.04 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum ten (10) years documented experience.
- B. Installer: Company specializing in applying the work of this Section with minimum ten (10) years documented experience, and approved by manufacturer.

**1.05 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for flame spread rating of finished floor surface.

**1.06 DELIVERY, STORAGE AND HANDLING**

- A. Deliver materials to permit moisture content to stabilize to ambient conditions.

**PART 2 - PRODUCTS****2.01 MATERIALS**

- A. Floor Sealer: Penetrating type, pliable, wood-hardening sealer equal to Penetrating Seal by Hillyard Chemical Co. or equal water based products.
- B. Floor Finish: Polyurethane type floor finish equal to Gold Medalist by Hillyard Chemical Co. or equal water base product with semi-gloss finish.



**PART 3 - EXECUTION****3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work.
- B. Verify that subfloor surface is smooth and flat.
- C. Verify that required floor mounted utilities are in proper location.
- D. Beginning of installation means installer accepts existing surfaces.

**3.02 PREPARATION**

- A. Clean substrate.

**3.03 REFINISHING**

- A. Sanding and Finishing: Fill any gaps between boards with filler to match the finished floor. Machine sand installed unfinished flooring to remove offsets and non-level conditions, free at ridges, cups, and sanding machine marks which would be visually noticeable after finishing. Use three (3) grades of sandpaper, ending with 000 grade. Vacuum clean and immediately apply finish.
- B. Penetrating Sealer: Apply floor sealer (thinned specified polyurethane finish) in accordance with manufacturer's instructions, including machine buffing with steel wool, in-the-wet when recommended by the manufacturer.
- C. Floor Finish: Apply floor finish (2 coats) in accordance with manufacturer's instructions. Buff between each coat. Retain empty containers for confirmation of film thickness. Prevent traffic on finished floor for a minimum of 10 days.

**END OF SECTION**

**RESILIENT TILE FLOORING****SECTION 096500****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Resilient vinyl composition tile flooring and luxury vinyl flooring as indicated on the drawings.
- B. Resilient base.
- B. Where new finishes are required, completely remove existing finishes to expose bare substrate. After removal no residual application materials shall remain that could cause failure of any kind of new finishes, i.e. failure to bond, staining or discoloration, etc

**1.02 REFERENCES**

- A. ASTM E84 - Surface Burning Characteristics of Building Materials.
- A. ASTM F 1066 Standard Specification for Vinyl Composition Tile
- B. ASTM F 1861 Standard Specification for Resilient Wall Base

**1.03 REGULATORY REQUIREMENTS**

- A. Fire Performance Characteristics: Provide resilient vinyl composition tile flooring with the following fire performance characteristics as determined by testing material in accordance with ASTM test methods indicated below by a certified testing laboratory or other testing agency acceptable to authorities having jurisdiction:
  - 1. ASTM E 648 Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I
  - 2. ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less

**1.04 SUBMITTALS**

- A. Submit shop drawings, product data and samples under provisions of Section 01300.
- B. Provide product data on specified products, describing physical and performance characteristics, sizes, patterns and colors available.
- C. Submit samples under provisions of Section 01300.
- D. Submit two (2) tiles full size, illustrating color and pattern for each floor material specified.
- E. Submit two (2) 3 inch long samples of base material for each color specified.
- F. Submit manufacturer's installation instructions under provisions of Section 01300.

### 1.05 OWNERS EXTRA STOCK

- A. Provide 5% of total area of specified tile and base in original cartons delivered to Owner for attic stock.
- B. Deliver unused tile and base to Owner's attic stock, as directed by the Owner.

### 1.06 OPERATION AND MAINTENANCE DATA

- A. Submit cleaning and maintenance data under provisions of Section 01700.
- B. Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.

### 1.07 ENVIRONMENTAL REQUIREMENTS

- A. Store materials for three days prior to installation in area of installation to achieve temperature stability.
- B. Maintain a minimum temperature in the spaces to receive the flooring and accessories in accordance with the flooring manufacturers printed instructions. Maintain ambient temperature required by adhesive manufacturer three days prior to, during, and 24 hours after installation of materials.

### 1.08 WARRANTY

- A. Submit a written warranty executed by the manufacturer, agreeing to repair or replace resilient flooring that fails within the: 5 years warranty period.

## **PART 2 - PRODUCTS**

### 2.01 FLOORING MATERIALS

- A. Vinyl Composition Tile: ASTM F 1066-87, Class 2, Composition 1 (asbestos free); 12 x 12 inch size,  $\frac{1}{8}$  inch thick with color and pattern throughout full thickness of tile.
  - 1. "Composition Tile" by Tarkett or equal by Armstrong.
  - 2. Color selected by Architect.
- B. Luxury Vinyl Tile: ASTM F 1700, Class III, Type B, 100% solid vinyl (asbestos free) with cork backing; see drawings for color, and pattern throughout full thickness of tile, equal to products indicated on the drawings:

Construction: Multiple layers with backing which contains pre- and post-consumer material

Overall Thickness: 0.2 inches

Wear Layer Thickness: 20 mil clear, rigid high density PVC

Size: 18" x 36"

Edge: Square

Surface Texture: As selected by the architect

Warranty: 10 years Commercial

Installation: Glue down

Slip Resistance: ASTM D2047 CRF>0.65  
ASTM E662 Smoke Density <450;  
ASTM E648 Class I  
Stain Resistance: NALFA 3.4: 6.0(Class4) Passes  
ADA Compliant FTC Slip Resistant Classified Product

## 2.02 BASE MATERIALS

- A. Base: ASTM F 1861, Type TS, Group 1(solid), Thermoset vulcanized 100% vulcanized homogenous synthetic rubber compound , 4 inch; full 1/8 inch thick; top set cove as indicated on the drawings; ribbed back; matte finish of color selected by Architect.. 120' coiled lengths
- B. Base Accessories: Same material, size, and color as base.
- C. Manufacturers: Johnsonite, Roppee and Armstrong.

## 2.03 ACCESSORIES

- A. Subfloor Filler: Cementitious factory mixed; type recommended by flooring materials manufacturer.
- B. Primers and Adhesives: Waterproof; types recommended by flooring manufacturer not sensitive to moisture/humidity in the slabs, rated at 98% RH and part of the warranty
- C. Resilient Edge Strips: 1/8" thick, homogeneous vinyl or rubber composition, tapered or bullnose edge, color to match flooring, or as selected by Architect from standard colors available; not less than 1" wide.
- D. Sealer and Wax: Types recommended by flooring manufacturer.

# PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Verify that surfaces are smooth and flat with maximum variation of 1/8 inch in 10 ft. and are ready to receive Work.
- B. Verify concrete floors are dry to a maximum moisture content of 7 percent, and exhibit negative alkalinity, carbonization, or dusting.
- C. Beginning of installation means acceptance of existing substrate and site conditions.

## 3.02 PREPARATION

- A. Remove sub-floor ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with subfloor filler. Apply latex filler (flash-patch) at gouges in the concrete slab and at all changes in flooring from carpet to any other finishes so as to bring the top of the carpet up to the top of the other finish. Slope shall be feathered out as much as possible. Fill, level and

make smooth cracks 1/16 inch or more, holes, unevenness, and roughness with compatible latex floor patching compounds. Feather floor filling or leveling compound a minimum of four (4) ft. Sweep floor of loose granular debris prior to filling. After filling, allow filler to dry. Damp mop floor with warm water and allow to dry. Vacuum after mopping to ensure that loose granular debris is removed and to provide a proper substrate to install Modular carpet. Prohibit traffic until filler is cured

- B. Apply, trowel, and float filler to leave a smooth, flat, hard surface.
- C. Prohibit traffic from area until filler is cured.
- D. Vacuum clean substrate.
- E. Apply primer if recommended by adhesive manufacturer.
- F. Verify concrete floors are dry, and exhibit negative alkalinity, carbonization, or dusting. The concrete slab must be dry, clean, smooth, structurally sound and free of foreign materials that might prevent adhesive bond as described in ASTM F-710, “Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring”.
- G. Before installation of the finished flooring, moisture, alkali and bond testing must be conducted.
  - 1) Moisture testing must be performed in accordance with ASTM F-2170 “Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes” (preferred method) and in accordance with ASTM F-1869, “Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.”
  - 2) The surface of the concrete must have a pH of 9 or less.
  - 3) Bond testing must be run to determine compatibility of the adhesives to the concrete slab

### 3.03 INSTALLATION - TILE MATERIAL

- A. Install in accordance with manufacturers printed instructions.
- B. Mix tile from container to ensure shade variations are consistent.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Set flooring in place, press with heavy roller to attain full adhesion.
- E. Lay flooring with joints and seams parallel to building lines to produce minimum number of seams.
- F. Install tile to square grid pattern with all joints aligned. Allow minimum 1/2 full size tile width at room or area perimeter.
- G. Terminate flooring at centerline of door openings where adjacent floor finish is dissimilar.
- H. Install edge strips at unprotected or exposed edges, and where flooring terminates. Fit joints

tightly.

- I. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

#### 3.04 INSTALLATION - BASE MATERIAL

- A. Apply resilient base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is indicated.
- B. Install base in as long lengths as practicable. Tightly bond base to backing throughout the length of each piece, with continuous contact at horizontal and vertical surfaces.
- C. Install inside and exterior preformed corners before installing straight pieces.
- D. Fit joints tight.
- E. Install base on solid backing.
- F. Scribe and fit to door frames and other interruptions.
- G. Prohibit traffic on floor finish for 48 hours after installation.

#### 3.05 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean, seal, and wax floor and base surfaces in accordance with manufacturer's instructions.

**END OF SECTION**

**PAINTING****SECTION 099000****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Surface preparation and field application of primers and finish paints and coatings.
- B. Without restricting the extent of the work to be performed the work shall include, but not limited to, finishing of the following exposed surfaces:
  - 1. Wood: All exposed existing roof deck where gutters are being replaced at the existing canopy and new wood sills.
  - 2. Structural Steel: Painting of new exposed structural steel, connectors, etc. (galvanized) at the new walkway canopy.
  - 3. Gypsum Board: New gypsum board surfaces and existing gypsum board surfaces where patching is required
  - 4. Note: Where new construction is performed and is adjacent to or abutts existing painted surfaces, paint existing to the extent of a natural "break point". (Where partitions change direction, and inside or outside corners, etc.).

**1.02 REFERENCES**

- A. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D2016 - Test Method for Moisture Content of Wood.
- C. NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.
- D. PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual.
- E. SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.

**1.03 DEFINITIONS**

- A. Conform to ASTM D16 for interpretation of terms used in this Section.

**1.04 SUBMITTALS**

- A. Submit under provisions of Section 01300.
- B. Product Data: Submit for each paint system specified, including block fillers, primers and

finish coatings.

1. Provide the manufacturer's technical information including label analysis and instructions for handling, storage, and application of each material proposed for use.
  2. List each material and cross-reference the specific coating, finish system, and application. Identify each material by the manufacturer's catalog number and general classification with heading indicating surfaces to be finished corresponding to the Paint Schedule herein.
  3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOC).
- C. Submit samples for initial color selection in the form of manufacturer's color charts.
1. After color selection, the Architect will furnish manufacturer color numbers and/or color chips of another manufacturer to match for surfaces to be coated.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures, substrate conditions requiring special attention not included in the Product Data.

#### 1.05 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing the work of this section with minimum five years documented experience.
- C. Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.

#### 1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame and smoke rating requirements for finishes.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01600.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

#### 1.08 ENVIRONMENTAL REQUIREMENTS



- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 deg. F. and 90 deg. F.
- D. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 deg. F. and 95 deg. F.
- E. Minimum Application Temperature for Varnish Finishes: 65 degrees F , unless required otherwise by manufacturer's instructions.

#### 1.10 EXTRA MATERIALS

- A. Furnish under provisions of Section 01700.
- B. Provide 1 gallon of each color and type to Owner.
- C. Label each container with color, type, and room locations in addition to the manufacturer's label.

### PART 2 - PRODUCTS

#### 2.01 MANUFACTURERS

- A. Standard: For purposes of designating type and quality for the work of this section, Drawings and Specifications are based on products manufactured or furnished by **The Sherwin Williams Company** except as noted specifically otherwise.
- B. Manufacturers: Products of the following manufacturers having equal quality to those specified herein will be acceptable.

Benjamin Moore.  
PPG Industries

#### 2.02 MATERIALS

- A. Coatings: Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; good flow and brushing properties; capable of drying or curing free of streaks or sags.
- B. Material Compatibility: Provide block fillers, primers, finish coat materials, and related

materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by the manufacturer based on testing and field experience.

- C. **Material Quality:** Provide the manufacturer's best-quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.
- D. **Colors:** Provide color selections made by the Architect from the manufacturer's full range of colors and custom colors where required to match Architect's samples or paint colors from a manufacturer not selected to provide the products.
- E. **Accessory Materials:** Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. **Coordination of Work:** Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
  - 1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.
- B. Verify that substrate conditions are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

#### **3.02 PREPARATION**

- A. **General:** Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
- B. **Cleaning:** Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease prior to cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. **Surface Preparation:** Clean and prepare surfaces to be painted according to the manufacturer's

instructions for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and reprime. Notify Architect in writing about anticipated problems using the specified finish-coat material with substrates primed by others.
- D. Correct defects which affect work of this section.
- E. Seal with shellac and seal marks which may bleed through surface finishes.
- F. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Wood: Clean surfaces of dirt, oil and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off between coats of paint.
- H. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so that the surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- I. Existing Surfaces: Clean, scrape, sand, and strip existing surfaces to extent required to remove all loose paint and eliminate all ridges, etc., and expose smooth surfaces.
1. For limited paint removal, use abrasive methods, including scraping and sanding. Use hand tools and avoid gouging substrates. Use mechanical abrasive methods such as orbital sanders and belt sanders only with approval in each case. Do not use rotary sanders, sandblasting, or water blasting.
  2. Existing glossy surfaces shall be roughened by sanding or other accepted method that will produce a surface tooth to properly receive new paint or finish.

### 3.03 APPLICATION

- A. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to the manufacturer's printed instructions.
- B. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.
- C. Do not apply finishes to surfaces that are not dry.
- D. Apply each coat to uniform finish.
- E. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.

- F. Sand metal lightly between coats to achieve required finish.
- G. Allow applied coat to dry before next coat is applied.

### 3.04 WORKMANSHIP

- A. Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, the surface shall be covered by additional coats until the paint film is of uniform finish, color, appearance, thickness, and coverage, at no additional cost to the Owner.
- B. Give special attention to insure that edges, corners, crevices, welds and rivets receive a film thickness equivalent to that of adjacent painted surfaces.
- C. Rate of application shall not exceed average rate of coverage recommended by manufacturer for the type of surface involved less ten (-10%) percent allowance for losses, unless manufacturer's printed recommended specifications state that the recommended rate included normal expected losses.
- D. Minimum dry film thickness per coat shall not be less than thickness recommended by the manufacturer.
- E. Surface shall be free of skips in any coat, voids, pinholes, etc.
- F. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
- G. Make edges of paint adjoining other materials or colors sharp and clean, and without overlapping.
- H. The finished surfaces shall be free from runs, drops, ridges, waves, laps, brush marks; and free from variations in color, texture, and finish.

### 3.05 CLEANING

- A. Clean work under provisions of 01700.
- B. Collect waste material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

### 3.06 **EXTERIOR PAINT SCHEDULE**

- B. Galvanized Metal: Exterior galvanized metal shall be given:
  - 1. One coat Pro-Cryl Universal Metal Primer B66-310 Series  
PPG: Amercoat 148 Waterborne Acrylic Primer, 148  
Ben Moore: Corotech Acrylic Metal Primer, V110
  - 2. Two coats Pro Industrial Waterbased Alkyd Urethane Semi-Gloss, B53-1150 Series,  
PPG: Speedhide Int/Ext Urethane modified oil, 6-2

Ben Moore: SuperSpec HP Urethane Alkyd Gloss, P22

C. Wood (Semi-Gloss):

1. One coat Exterior Alkyd Wood Primer Y24W8020  
PPG: SunProof Exterior House and Trim oil primer, 1-70  
Ben Moore: Fresh Start MoorWhite Exterior Wood Primer, 100
2. Two coats A-100 Latex Semi-Gloss House and Trim Paint A8 Series  
PPG: SunProof Sem-Gloss 78-300XI  
Ben Moore: Moorglo Exterior acrylic, 096

### 3.07 INTERIOR PAINT SCHEDULE

A. Gypsum Board (Eg-Shell-low luster):

1. One coat Pro Mar 200 Zero VOC Interior Latex Primer with anti-microbial factory additives  
PPG: Speedhide Zero Interior VOC Latex Sealer, 6-4900XI  
Ben Moore: Ultra Spec 500 Primer, N534
2. Two coats Pro Mar 200 Zero VOC Interior Latex Eg-Shell Series with anti-microbial factory additives.  
PPG: Speedhide Zero Interior Latex Eggshell, 6-4300XI  
Ben Moore: Ultra Spec 500 Interior Eggshell, 538

B, Wood (Semi-gloss):

1. One coat S-W Premium Wall and Wood Primer, B28W8111  
PPG: Seal-Grip Latex Wood Undercoat, 17-9517  
Moore: Fresh Start Multi-Purpose Latex Primer, N023
2. Two coats ProClassic Waterbased Acrylic Alkyd, Semi-Gloss, B34-850 Series  
Speedhide WB alkyd, Semi-Gloss, 6-1500  
Ben Moore: Advance Int Semi-Gloss, 793

**END OF SECTION**

**LIGHTNING PROTECTION SYSTEM FOR ROOF REPLACEMENT****SECTION 264113****PART 1 GENERAL****1.0 OBJECTIVE**

- A. Protection and maintenance of existing lightning protection system, including removal and reinstallation of components as required for LPI – Reconditioned Master Installation Certificate. The certification shall be furnished and submitted as part of the closeout documents specified in Section 017000.
- B. **Note.** Scope includes the following areas with quantities include in the attached (2) list of components/materials to be replaced with respective manufacturers dated 10/26/22 and shall be the basis for the bid.
  - 1. Removing and reinstalling the existing roof circuit lightning protection system and tying to existing downloads and grounds on Roof Areas A1, B1, C1, C2 & E2. Price includes furnishing new materials necessary along with reusing all existing salvageable material. Removal of the existing system by other trades could result in additional cost. Contractor can retain the materials removed from the project. Assumption is that the existing downloads and grounds being undamaged for the system to be complete. Work includes adhering components directly to the roof membrane and does not include furnishing or installing any special pads, pavers, membrane strips, etc. under the lightning protection roof conductors
  - 2. Also, work includes repairing the existing lightning protection system on Roof Areas E1, E6, E7, & F7 as requested.
  - 3. Related work: Roofing Contractor to furnish and install the flashing and sealing for all roof penetrations.

**1.1 STANDARDS**

- A. The following specifications and standards of the latest issue form a part of this specification:
  - (1) Lightning Protection Institute Installation Standard, LPI 175
  - (2) Underwriters Laboratories, Inc. Installation Requirements, UL96A
  - (3) National Fire Protection Association Lightning Protection Standard, NFPA 780

**1.2 SUBMITTALS**

- A. Complete product data shall be prepared by the Lightning Protection Contractor that employs LPI certified Master Installer Designers showing the type and size of lightning protection components shall be submitted for approval by appropriate parties.

**1.3 QUALITY ASSURANCE**

- A. The work performed shall conform to the requirements and standards for lightning protection systems of the LPI, UL, and NFPA. Upon completion, a certification letter and warranty by the installing contractor shall be delivered to the owner. The certification letter and warranty ensures the work performed has been provided by a contractor who employs LPI certified Master Installer Designers and meets current standards.
- B. Upon completion of the installation, the Lightning Protection Contractor shall provide the applicable certification from the Lightning Protection Institute – Inspection Program (LPI-IP), depending on the lightning protection scope of work.
- C. The Lightning Protection Contractor shall have a minimum of 10 years lightning protection installation experience, be a member of the LPI and employ LPI certified Master Installer Designers.

- D. Lightning protection components shall be UL listed and labeled.

## **PART 2 PRODUCTS**

### **2.0 STANDARDS**

- A. The system to be furnished under this specification shall be the standard product of manufacturers regularly engaged in the production of lightning protection materials and shall be the manufacturer's latest approved design. The components shall be UL listed and properly UL labeled.
- B. The Lightning Protection Contractor shall coordinate the removal of the existing lightning protection system, reinstall any salvageable components and shall provide new lightning protection components as required. The removed components shall be deemed acceptable by industry standards to be utilized for the reinstallation process.

QUALIFIED MANUFACTURERS:   (1)     allG Fabrication  
  (2)     East Coast Lightning Equipment

### **2.1 LIGHTNING PROTECTION MATERIALS**

- A. All materials shall be copper/bronze or aluminum and of the size, weight, and construction to suit the application and used in accordance with LPI, UL, and NFPA code requirements. Class I sized components may be utilized on roof levels 75 feet and below in height. Class II sized components are required for roof levels over 75 feet in height. All mounting hardware shall be stainless steel to prevent corrosion.

### **2.2 ALUMINUM MATERIALS**

- A. Aluminum components shall be used on roofs that utilize aluminum, galvalume or galvanized metal roofing components. On aluminum, galvalume or galvanized metal roofs or where aluminum, galvalume or galvanized metal roofing components exist, the entire roof lightning protection system shall utilize aluminum components to ensure compatibility. However, the down leads and grounding shall utilize copper with the bimetal transition occurring at the through roof assembly with an approved bimetal through roof assembly.

### **2.3 CABLE CONNECTIONS**

- A. Class I structures shall utilize crimped or bolt type connectors for conductor splices and connections between conductors and other components.
- B. Class II structures shall utilize bolt type connectors for conductor splices and connections between conductors and other components.
- C. Crimp/pressure squeeze conductor supports are acceptable for Class I and Class II structures.

## **PART 3 EXECUTION**

### **3.0 REMOVAL AND RE-INSTALLATION**

- A. The installation shall be accomplished by a Lightning Protection Contractor with a minimum of 10 years documented experience that is a member of the LPI and an employer of LPI certified Master Installer Designers of lightning protection systems and UL Listed.

- B. A LPI Certified Master Installer shall supervise the installation.
- C. Temporarily remove and reinstall existing lightning protection system to facilitate the removal and replacement of the existing roof.
- D. Replace existing through roof assemblies as required to accommodate the flashing heights of the new roof system.
- E. Reinstall any salvageable components and provide new lightning protection components as required.
- F. Replace any existing copper/bronze components on aluminum, galvalume or galvanized metals with new aluminum materials.
- G. Upon completion of the roof replacement, the Lightning Protection Contractor shall provide a certification letter and warranty.

### 3.1 COORDINATION

- A. The Lightning Protection Contractor shall work with other trades to ensure a correct, neat and unobtrusive re-installation.
- B. The Lightning Protection Contractor shall be required to verify/coordinate locations of existing through roof penetrations as required.
- C. The roofing contractor is responsible for maintaining the integrity of the existing through roof penetrations. The roofing contractor shall be responsible for sealing and flashing all lightning protection roof penetrations as per the roof manufacturer's recommendations.
- D. The Lightning Protection Contractor shall use a compatible adhesive to adhere lightning protection components to the roof when required and obtain approval of the compatible adhesive from the roof manufacturer/contractor prior to the installation.
- E. Should the roofing contractor/manufacture require any special walk pads, membrane patches, pavers, etc. under the lightning protection components, it shall be the responsibility of the roofing contractor to furnish and install such items. The Lightning Protection Contractor shall be responsible for marking the roof with conductor and/or pad locations.

### 3.2 FIELD QUALITY CONTROL

- A. The lightning protection installation shall conform to the requirements and standards for lightning protection systems of the LPI, UL, and NFPA. Upon completion, the following certifications shall be delivered to the owner; a certification letter and warranty by the Lightning Protection Contractor, and the applicable certification from the Lightning Protection Institute – Inspection Program (LPI-IP), depending on the lightning protection scope of work.
- B. It is recommended the lightning protection system be visually inspected at least annually per NFPA by a Lightning Protection Contractor that is a member of the LPI and UL Listed..

END OF SECTION



[illegible]

[illegible]

**EARTHWORK****SECTION 312000****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. Section includes:
  - 1. Site Preparation
  - 2. Excavation
  - 3. Backfill
  - 4. Fill

**1.03 DESCRIPTION OF WORK**

- A. Extent of earthwork is shown on the drawings.
- B. Contractor shall produce a Storm Water Pollution Prevention Plan (SWPPP) as required by the City of New Orleans.

**1.04 QUALITY ASSURANCE**

- A. Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.
- B. The Owner will employ an Independent Testing Laboratory to conduct all inspections and testing of fill materials and compaction of fill and backfill.
  - 1. The testing lab shall be in compliance with ASTM E 329 “Standard Specification for Agencies Engaged in Construction Inspection and/or Testing” and ASTM D 3740 “Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction”.

**1.05 JOB CONDITIONS**

- A. Existing Utilities: Locate existing underground utilities, if any, in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
  - 1. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the Utility Owner immediately for directions. Cooperate with Owner

and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

2. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by Architect and then only after acceptable temporary utility services have been provided.
  3. Coordinate with utility companies for shut-off of services if lines are active.
- B. Use of Explosives: The use of explosives is not permitted.
- C. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.
- D. Protect structures, utilities, sidewalks, pavements, earthwork activities, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

## **PART 2 - PRODUCTS**

### **2.01 SOIL MATERIALS**

- A. Fill Material: Select granular material, such as locally available sand, shall be used as backfill and/or fill required to reach design grade. Sand fill shall be non-plastic and free of roots, clay lumps, and other deleterious materials with no more than 10% by weight of material passing a U.S. Standard No. 200 mesh sieve. Prior to transporting this fill to site, a sample shall be tested by the Owner's Independent Testing Laboratory to verify its conformance to these requirements.

## **PART 3 - EXECUTION**

### **3.01 SITE PREPARATION**

- A. Establish adequate drainage to prevent ponding of water and ensure immediate runoff of all rainfall. Should areas of ponding water develop, the Contractor shall immediately pump ponding water away from areas of construction.
- B. Clearing and Stripping: The existing ground surface shall be stripped of any vegetation, loose topsoil, debris stumps, organic matter, loose fill, and any other deleterious materials. Stripping shall be to the minimum depth necessary to remove any vegetation and roots. Deeper excavations may be required in the vicinity of stumps or demolition debris. The exact depth of stripping shall be determined during construction by a representative of Owner's Independent Testing Laboratory.
- C. Demolition: Provisions shall be made to locate any abandoned underground utilities and foundations which could impact new construction. Existing footings and abandoned pipes shall

be removed from site. Voids and dips left by these excavated items shall be proof rolled and backfilled with structural fill material. Existing piles beneath pile supported features shall be cut off at least 2 feet below the pile supported foundations. Existing piles beneath areas of paving features shall be cut off at least 3 feet below the bottom of pavement. Removal of excavated structures shall also conform to Section 202 of the Louisiana Standard Specifications for Roads and Bridges, latest edition.

- D. After stripping and clearing operations, the exposed surface shall be compacted in accordance with the Owner's Geotechnical Engineer. Any depressions, stump holes, or weak areas identified shall be thoroughly cleaned out to the surface of firm, undisturbed soil and backfilled with a select structural fill material placed and compacted under controlled conditions. All clearing and compaction operations shall only be performed during periods of dry weather. Proof rolling operations shall be witnessed by a representative of the Owner's Independent Testing Laboratory. Motorized wheeled equipment shall not be allowed within the foundation area during periods of inclement weather.

### 3.02 EXCAVATION

A. Shoring and Bracing:

1. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.
2. Establish requirements for shoring and bracing to comply with local codes and authorities having jurisdiction.
3. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
4. Provide permanent steel sheet piling or pressure treated timber sheet piling wherever subsequent removal of sheet piling might permit lateral movement of soil under adjacent structures, paving, etc. Cut off tops are required and leave permanently in place.

B. Dewatering:

1. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
2. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
3. Convey water removed from excavations and rain water to collecting or run-off areas. Establish and maintain temporary drainage ditches and other diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.
4. Dispose of excess soil material and waste materials as herein specified.

## C. Excavation for Structures:

1. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 foot and extending a sufficient distance from footings and foundations to permit placing and removal of concrete form work, installation of services other construction, and for inspection.
2. In excavating for footings and other subgrade construction, take care not to disturb bottom of excavation. Trim bottoms to required lines and grades to leave solid base to receive concrete.

## D. Excavation for Trenches:

1. Dig trenches to the uniform width required for the particular item to be installed, sufficiently wide to provide ample working room.
2. Excavate trenches to the depth indicated or required. Carry the depth of trenches for piping to establish the indicated flow lines and invert elevations. Beyond the building perimeter, keep bottoms of trenches sufficiently below finish grade to avoid freeze-ups.
3. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for the entire body of pipe.
4. Backfill trenches with concrete where trench excavations pass within 18" of soil supported column or wall footings which are carried below the bottom of such footings, or which pass under wall footings. Otherwise compact as required for adjacent soil. Concrete is specified in Division 3.
5. Do not backfill trenches until tests and inspections have been made. Use care in backfilling to avoid damage or displacement of pipe systems.

## E. Cold Weather Protection:

1. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

## 3.03 COMPACTION

- A. Structural fill beneath areas of paving and new structural footings shall be placed in maximum lifts of 8 inches and compacted to 95% of its maximum dry density near optimum moisture (-1% to +3%) in accordance with ASTM D 698. Placement of all fill shall be witnessed by a representative of the Owner's Independent Testing Laboratory. Structural fill material shall be certified and approved by the Owner's Independent Testing Laboratory prior to its use.

## B. Moisture Control:

1. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material.
2. Remove and replace soil material that is too wet to permit compaction to specified

density.

### 3.04 BACKFILL AND FILL

- A. General: Place fill or satisfactory excavated material in layers to required subgrade elevations.
- B. Backfill excavations as promptly as work permits, but not until completion of the following:
  - 1. Acceptance by Architect of construction below finish grade.
  - 2. Inspection, testing approval, and recording locations of underground utilities.
  - 3. Removal of concrete formwork.
  - 4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures or remove in manner to prevent settlement of the structure or utilities or leave in place if required.
  - 5. Removal of trash and debris.
  - 6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.

### 3.05 FIELD QUALITY CONTROL

- A. Quality Control Testing during Construction: Allow Owner's Independent Testing Laboratory to inspect and approve each subgrade and fill layer before further backfill or construction work is performed. The in-place density and water content shall be determined by the independent testing laboratory by using the ASTM D6938-10 Standard Test Method.
  - 1. Utility Trenches - One compaction test per 100 linear feet of each lift and a minimum of one test between utility structures (catch-basin, manholes, etc.) per lift.
  - 2. Under areas of paving and new structural footings – For areas under 5,000 S.F., two compaction tests per 2,500 S.F. for each lift is required. For areas that exceed 5,000 S.F., two compaction tests per 5,000 S.F. for each lift is required.
  - 3. In instances where multiple tests are required, the test locations shall be selected by the Engineer of Record to provide the maximum available distance between the test locations.
- B. Rejection of Compacted Materials: If in opinion of Owner's Independent Testing Laboratory, based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, perform additional compaction and testing until specified density is obtained.

### 3.06 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Owner's Property: Remove trash debris, excess excavated material and waste materials and lawfully dispose of it off the Owner's property at regular intervals. Do not allow materials to accumulate on site in a manner that would hamper dewatering operations.

**END OF SECTION**