



CONTRACT DOCUMENTS,
TECHNICAL SPECIFICATIONS
AND
CONSTRUCTION DRAWINGS
FOR
**LAMAR DIXON EXPO CENTER
GYMNASIUM RENOVATION**
ENG-16-080
FISCAL YEAR 2016
ASCENSION PARISH

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September 30, 2016

Prepared by **MEYERS ENGINEERS, LTD**
For
Ascension Parish Administration:
Recreation Department
615 E. Worthey
Gonzales, LA 70737



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SECTION 00007: PROFESSIONAL SEALS

Project Name: LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATIONS

Date: SEPTEMBER 30, 2016

A/E Project No.: 20-1406A

ARCHITECTURAL SPECIFICATIONS:



James A. Papia 9/30/2016

Meyer Engineers, LTD.
Engineer & Architect
James A. Papia, A.I.A., NCARB, CSI

DIVISIONS 1, 2, 5 – 7, 9, 11, 15 - 16



DIVISION 0

BIDDING AND CONTRACT

REQUIREMENTS



Division 0 – Article 1

INVITATION

Sealed bids will be received by Ascension Parish Purchasing Department, 615 E. Worthey, Gonzales, Louisiana (mailing address P.O. Box 2392, Gonzales, Louisiana 70707-2392) on November 8, 2016 until 10:00 AM CDT and then at said office publicly opened and read aloud for the following project:

LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION (ENG-16-080)

STATEMENT OF WORK:

The renovation of existing gymnasium in the Lamar Dixon Expo Center. The renovation will include new flooring, athletic equipment, scoreboards, public address system and other improvements.

All Bids must be in accordance with the Contract Documents on file at the Ascension Parish Legal Department, 615 E. Worthey Road, Gonzales, Louisiana 70737.

Copies of Specifications, Bid Documents, Contract Documents and Construction Drawings for use in preparing Bids may be obtained from Meyer Engineers, Ltd., 4937 Hearst Street, Suite 1B, Metairie, Louisiana 70001, 504-885-9892, upon payment of Sixty Dollars (\$60.00) per set made payable to Meyer Engineers, Ltd. or free if electronic copy requested and media provided. Documents can be mailed to bidders with a provided shipping account number. No refunds will be made for returned drawings.

Where bids are to be received on forms furnished by the awarding authority, no contract documents shall be issued to anyone except a Licensed Contractor or his authorized Representatives. In no event shall any documents for bidding be issued later than twenty-four (24) hours prior to the hour and date set for receiving bids.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, contractor's state license number and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Ascension Parish Purchasing Department, 615 E. Worthey, Gonzales, Louisiana (P.O. Box 2392, Gonzales, Louisiana 70707), mailed certified mail and must be received no later than the bid opening.

Contractors desiring to bid shall submit to the Engineer, with their request for Contract Documents, contract documents deposit and evidence that they hold State License of proper classification and in full force and effect.

Bid security in the amount of five percent (5%) of the Total Bid must accompany each Bid, and shall be made payable to the Owner.



The Owner reserves the right to waive any informalities or to reject any or all bids.

No bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

A **Non-Mandatory Pre-Bid Conference** will be held on October 25, 2016 – 10:00 a.m. at the Lamar Dixon Expo Center Gymnasium, 9039 S. St. Landry Ave., Gonzales, Louisiana 70737.

All questions regarding this project and the bid package shall be submitted to the Purchasing Department via purchasing@apgov.us by 4:00 pm on October 28, 2016. Responses will be coordinated with the Project Engineer and posted on the www.centralauctionhouse.com by 5:00 PM on November 1, 2016.

In addition to paper bids, electronic bids and electronic bid bonds for the followings project will be downloaded by the Ascension Parish Purchasing Department. Electronic bids and electronic bid bonds must be submitted through www.centralauctionhouse.com prior to the electronic bidding deadline. Beginning at **10:00 AM CDT** (CST) on **November 8, 2016** all bids will be downloaded. No bids are accepted after **10:00 AM CDT**

RS 38:2218. Evidence of good faith; countersigning

- A. The public entity advertising for bids for work shall require the bidders to attach a certified check, cashier's check, or bid bond for not more than five percent of the contract price of work to be done, as an evidence of good faith of the bidder. The public entity advertising for bids for work may require the bidders to attach a certified check, cashier's check, or bid bond for not more than five percent of the estimated price of supplies or materials, as evidence of good faith of the bidder.

To address the above requirement for electronic bids Ascension Parish Government will allow electronic bids submitted via the parish approved on-line bid site to be submitted as follows:

- A. A copy of the bid bond **must** be attached to bid document submitted electronically
- B. The original bid bond document must be received in our office no later than 48 hours after bid opening date and time (**Ascension Parish Purchasing Department, 615 E. Worthey, Gonzales, Louisiana (P.O. Box 2392, Gonzales, Louisiana 70707)**)
- C. The bid-bond envelope must be clearly labeled as a "Bid Bond" with the project name, vendor's name as it appears on the bid documents and address.

All addenda, Amendments, Letters of Clarification, and Withdrawal Notices will be posted online in addition to electronic copies being distributed. Construction proposal information may be accessed via the internet at www.centralauctionhouse.com. Users must click on Login and create a New User Registration to view and download drawings. Once logged in, users must click on Ascension Parish Government to view current advertisement listings. This listing is titled "**LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION**". Registered users will have access to view Project Information, submit a



question concerning the project, and view the drawings. All project specific notices are found here. It will be the responsibility of the bidder to check for updates. All submitted questions will be forwarded by email to the Project Manager and the Project Engineer for a response.

The Ascension Parish shall not be responsible if the bidder cannot complete and submit a bid due to failure or incomplete delivery of the files submitted via the internet.

Ascension Parish Government reserves the right to reject any and all bids for just cause.

OWNER
PARISH OF ASCENSION

BY: /s/ MR. KENNY MATASSA

TO APPEAR IN THE:

ADVOCATE: 10/06, 10/13, 10/20
CHIEF: 10/06, 10/13, 10/20
WEEKLY: 10/06, 10/13, 10/20



Division 0 – Article 2 INSTRUCTIONS TO BIDDERS

- 2.1 CROSS REFERENCE TO PRIMARY STATEMENTS. Definitions, requirements, and limitations affecting the bidding are contained in the various contract documents, and are not necessarily repeated in these instructions.
- 2.2 QUALIFICATION OF BIDDERS. Bidders may be required to submit evidence that they have a practical knowledge of the particular task bid upon, and that they have the financial resources to complete the proposed scope in entirety.

In determining the Bidder's qualifications, the following factors will be considered: contracts previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the task properly and expeditiously, (c) has the financial resources to meet all obligations incidental to the task, and (d) has appropriate technical experience.

Preference will be given to bidders domiciled in Louisiana as stated in Louisiana Public Contract Law (38:2281).

Each Bidder may be required to show that he has completed similar work and that there are no just claims pending against such work. No Bid will be accepted from a Bidder who is engaged on any contract which would impair his ability to perform or finance his work.

- 2.3 LOUISIANA LICENSE REQUIREMENTS. Only Bids of Contractors licensed under LSA R.S. – 37:2150 et seq., will be considered. Licensing is supervised by the Louisiana Licensing Board for Contractors, 7434 Perkins Road, Baton Rouge, Louisiana. Contractors desiring to bid shall submit with their Bids evidence that they hold a valid license in the proper classification.
- 2.4 FAMILIARIZATION WITH THE WORK. Before submitting his Bid, each prospective Bidder shall familiarize himself with the scope of the task, the sites where the proposed improvements is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work. He shall carefully correlate his observations with requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute a representation of compliance by the Bidder. There will be no financial adjustment justification for lack of such familiarization. Additionally, evidence of having the lack of familiarization could result in contract termination or substantial financial impacts to the contractor due to liquidated damages or other variables.
- 2.4.1 Site Conditions. Each Bidder shall visit the sites of the Work and completely inform himself relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the



- procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the Work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bid.
- 2.4.2 Access to the Sites. The project is to be constructed within the Parish of Ascension. Contractors and Suppliers wishing to inspect the various sites may do so at their convenience.
- 2.5 INTERPRETATIONS. The Drawings have been prepared by **MEYER ENGINEERS, LTD., 4937 HEARST STREET, SUITE 1B, METAIRIE, LA 70001**, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. All questions about the meaning or intent of the Specifications and Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents and posted on the Central Auction House website. Addenda will be issued at least 72 hours, (3 working days, excluding weekends and holidays) prior to the time stated for opening bids. Questions received less than five (5) working days prior to the date for opening Bids will not be answered. Only answers furnished by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 2.6 TAXES AND PERMITS. Attention is directed to the requirements of the General Conditions and Supplementary Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against Owner or Contractor in connection with the Work shall be paid by Contractor. The bid prices shall include all such taxes and the costs of all required permits.
- 2.7 BID SECURITY. The amount of bid security is stated in the Invitation. The required security must be in the form of a certified or bank cashier's check or a bid bond. The bid bond must be executed by a surety meeting the requirements set forth in the General Conditions and Supplementary Conditions. Bid bond must have attached appropriate and satisfactory Power of Attorney. The bond shall also be countersigned by a person who is under contract with the Surety Company or Bond Issuer as a Licensed Agent in this State and who is residing in the State. Refer to R.S. 38:2218
The bid security shall be made payable without condition to the Owner. The bid security may be retained by and shall be forfeited to the Owner as liquidated damages if the Bid is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made by Owner.
- 2.8 RETURN OF BID SECURITY. The bid security of the successful Bidder will be retained until the bidder has executed the Agreement and furnished the required Contract Security, whereupon checks furnished as bid security will be returned; if the



bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of any Bidder whom Owner believes 'to have a reasonable chance of receiving the award' may be retained by Owner until the seventh day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished but not to exceed thirty (30) days after the Bid opening. Checks furnished as bid security by other Bidders will be returned within five (5) days of the Bid opening.

- 2.9 CONTRACT TIME. The Contract Time is an essential part of the contract and it may be necessary for each Bidder to satisfy Owner of his ability to complete the Work within the time set forth in the Bid Form. Provisions for delays, liquidated damages, and extensions of time are set forth in the General and Supplementary Conditions.

The Contractor is responsible for equipment and material delivery. A time extension to the Contract duration will not be allowed for late material or equipment delivery.

- 2.10 SUBCONTRACTORS AND SUPPLIERS. Within three (3) days after Bids are opened, the apparent low Bidder, and any other Bidder so requested, shall submit a list of all Subcontractors and Suppliers he expects to use in the Work and to submit manufacturer's data on selected equipment, if requested by Owner.

- 2.10.1 Subcontractor Qualification. Particular consideration will be given to the qualifications of each Subcontractor proposed. An experience statement with pertinent information as to similar projects and other evidence of qualification shall be furnished for each named Subcontractor, as requested by the Owner or Engineer. If Owner or Engineer, after due investigation has reasonable objection to any proposed Subcontractor, he may, before giving Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid. If the apparent low Bidder declines to make substitution he will not thereby sacrifice his bid security. Any Subcontractor so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner and Engineer.

Contractor shall not be required to employ any Subcontractor against whom he has reasonable objection.

The use of Subcontractors listed by the Bidder and accepted by Owner prior to Notice of Award will be required in the performance of the Work.

- 2.10.2 Suppliers. The list of Subcontractors shall also include the suppliers of the principal items of materials and equipment the Bidder expects to use in the Work unless such suppliers or manufacturers are named in the Bid.

- 2.10.3 Manufacturer's Data. The list of Subcontractors submitted as provided herein shall be accompanied by two prints or copies of data on equipment and materials to be furnished by each supplier or manufacturer. Data so submitted shall illustrate the



physical characteristics of the equipment and materials to be furnished. Although the drawings and specifications submitted prior to the Notice of Award need not be complete, but must contain sufficient detail for Engineer to determine whether the materials and equipment will conform to the Contract Documents.

The Contract Documents will take precedence over any nonconforming data submitted.

Any Bid specifically conditioned upon furnishing equipment or materials which are not responsive to the Contract Documents will not be considered.

2.11 BIDS.

2.11.1 Bid Form. The Bid Form is bound within the Contract Documents. Bid forms must be completed in ink or typed.

Bids by corporations must be executed in the corporate name by a president or vice-president (or other corporate officer) accompanied by evidence of authority to sign. The state of incorporation shall be shown below the corporate name. Bids by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A Bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be liable for the Bid.

All blank spaces in the Bid Form shall be filled. Bids received without all such items completed will be considered as a nonresponsive Bid.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

No alterations in the Bids, or in the printed forms therein, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder. If initialed, Owner may require the Bidder to clarify any alteration so initialed.

All questions regarding this project and the bid package shall be submitted to the Purchasing Department via purchasing@apgov.us by 4:00 pm on October 28, 2016. Responses will be coordinated with the Project Engineer and posted on the www.centralauctionhouse.com by 5:00 PM on November 1, 2016.



In addition to paper bids, electronic bids and electronic bid bonds for the project will be downloaded by the Ascension Parish Purchasing Department. Electronic bids and electronic bid bonds must be submitted through www.centrauctionhouse.com prior to the electronic bidding deadline. Beginning at **10:00 AM on Tuesday, November 8, 2016 all bids will be downloaded. No bids are accepted after 10:00 AM. (CST) of Tuesday, November 8, 2016.**

- 2.11.2 Affidavit. Bidders shall include with their Bid the attached Non-Collusion Affidavit.
- 2.11.3 Submission of Bids. The bid shall consist of the Bid Form and the other documents that are required to be submitted along with the Bid Form.

Each Bid and accompanying data shall be enclosed in a sealed opaque envelope or wrapping, addressed to:

*Ascension Parish Purchasing Department
615 E. Worthey Street, Gonzales, Louisiana 70737
(P.O. Box 2392, Gonzales, Louisiana 70707-2392)*

and identified on the outside with the Bidder's name, Louisiana Contractor License Number and the words "**LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION, ENG-16-080**".

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.

Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bids, or the modified time and date indicated by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

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

Oral, telephone, or telegraph Bids are invalid and will not receive consideration.

No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

- 2.11.4 Modification and Withdrawal of Bids. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 2.11.5 Bids to Remain Open. All Bids shall remain open for 45 days after the day of the Bid opening. Owner shall release Bids and return bid securities as specified in Section 1.8 under "Return of Bid Security".



- 2.12 AWARD OF CONTRACT. Owner shall award a contract to the Bidder who, in Owner's judgment, is the lowest responsive, responsible Bidder. Owner reserves the right to reject any or all Bids, to award the contract by sections, to waive informalities, and to reject nonconforming, nonresponsive, or conditional Bids.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid Form. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment), and may reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

The evaluation of manufacturer's data, when required to be submitted with the Bid or submitted upon request prior to the Notice of Award, shall include the following information at a minimum for consideration:

- Full name and address of manufacturer.
- Manufacturer's engineering or technical representative contact, including telephone number and email addresses.
- Manufacturer's service facilities and availability of qualified field service personnel.
- Manufacturer's contact information for the local sales information.
- The name (model, series number, etc.) of the product(s) that are to be listed.
- Manufacturer's inventory on-hand and demand capacity.
- Manufacturer's installation requirements and procedures, related engineering specifications, training, required certifications.
- Manufacturer's operating cost, maintenance upkeep schedule, life expectancy, and any warranty or other service included for the product listed.
- Experience and performance record of the manufacturer and specific products listed.
- Manufacturer's Cut sheet(s) / engineering details of products listed.
- A cost / benefit analysis compared to similar and common product from different manufacturer.

If the contract is awarded, Owner shall give the apparent successful Bidder a Notice of Award within thirty (30) days after the date of the Bid opening.

- 2.13 EXECUTION OF THE AGREEMENT. The Contractor shall be furnished four (4) copies of the Agreement, including insurance certificates, and other Contract Documents bound therewith. Within fifteen (15) days of Notice of Award, Contractor shall execute the Agreement, insert executed copies of the required bonds and power of attorney and submit all copies to Owner. The date of contract on the Agreement and Bond forms shall be left blank for filling in by Owner. The certification date on the power of attorney also shall be left blank for filling in by Owner.

Owner shall execute all copies, insert the date of contract on the Agreement, Bonds, and power of attorney, and return all copies to Engineer for review and distribution.



Once all contract documents have been executed, the Contractor shall be furnished one (1) set of original documents. The Owner shall have one (1) set of these documents recorded in the office of the Recorder of Mortgages in the jurisdiction where the work is to be performed.

- 2.14 COPIES OF CONTRACT DOCUMENTS. Copies of the drawings and specifications for use in preparing Bids may be obtained from:

Meyer Engineers, Ltd.
4937 Hearst Street, Suite 1B
Metairie, Louisiana 70001
(504) 885-9892
Sixty Dollars (\$60.00)

The Contractor to whom a contract is awarded will be furnished two (2) working copies of the specifications and the drawings, together with all Addenda thereto.

- 2.15 LOCAL MATERIAL AND FIRMS. By statutory authority, preference is hereby given to materials, supplies, and provisions produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside of the State (LSA R.S. – 38:2252), and preference is hereby given to firms doing business in the State of Louisiana (LSA R.S. – 38:2253).



Division 0 – Article 3

BID NOTICE

LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION PROJECT ID: ENG-16-080

Sealed bids will be received by Ascension Parish Government at the Ascension Parish Government Purchasing Office, 615 E. Worthey Street, Gonzales, Louisiana 70737 (mailing address PO Box 2392, Gonzales, LA 70707-2392) until, November 8, 2016, at 10:00 a.m. local time. The bids will be publicly opened and read aloud for the following:

LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION

THE RENOVATION OF EXISTING GYMNASIUM IN THE LAMAR DIXON EXPO CENTER. THE RENOVATION WILL INCLUDE NEW FLOORING, ATHLETIC EQUIPMENT, SCOREBOARDS, PUBLIC ADDRESS SYSTEM AND OTHER IMPROVEMENTS. This work is expected to be completed within One Hundred Eight (180) CALENDAR DAYS. Any contractor wanting to bid on this project shall hold a State License in the BUILDING CONSTRUCTION category. Any bid received after the closure time above stated will be returned unopened.

A Non-Mandatory Pre-Bid Conference will be held on October 25, 2016 – 10:00 a.m. at the Lamar Dixon Expo Center Gymnasium, 9039 S. St. Landry Ave., Gonzales, Louisiana 70737. All questions regarding this project and the bid package shall be submitted to the Purchasing Department via purchasing@apgov.us by 4:00 pm on October 28, 2016. Responses will be coordinated with the Project Engineer and posted on the www.centralauctionhouse.com web site by 5:00 PM on November 1, 2016.

Copies of Specifications, Bid Documents, Contract Documents and Construction Drawings for use in preparing Bids may be obtained from **Meyers Engineers, Ltd. 4937 Hearst Street, Suite 1B, Metairie, Louisiana 70001, 504-885-9892** upon payment of **Sixty Dollars (\$60.00) per set made payable to Meyer Engineers, LTD., or free if electronic copy requested and media provided.** Documents can be mailed to bidders for an additional \$5.00 per set. Bid documents may also be obtained from **www.centralauctionhouse.com**. According to Act No. 478, July 9, 1988, Section 1, R.S. 38:22:12: Deposits on the first set of documents furnished to bona fide prime bidders will be fully refunded upon return of the documents no later than ten (10) Days after receipt of bids. On other sets of documents furnished to bidders, the deposits less actual cost of reproduction will be refunded upon return of the documents no later than ten (10) day after receipt of bids. No refund will be given to contractor that has been awarded the project. No refund will be made to non-bidders or sub-bidders.

Bid security in the amount of five percent (5%) of the Total Bid must accompany each Bid, and shall be made payable to Ascension Parish Government. See bid documents for specific criteria.

Bid packages may be submitted in different manners. Consult the bid documents for specific deadlines for the desired submittal process before application. The following are acceptable methods:

- Hand Delivered to **615 E. Worthey Street, Gonzales, Louisiana 70737**
- Certified Receipt Mailed to **P.O. Box 2392, Gonzales, Louisiana 70707**
- Uploaded to **www.centralauctionhouse.com**



Bids should be submitted in a sealed envelope and must be to the attention of the Ascension Parish Purchasing Department and clearly labeled on the outside of the envelope as "Bid Submittal", with the project name "**LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION**", **ENG-16-080** and Louisiana Contractor's License Number, as well as accompany all funds and documents as spelled out on the bid documents to be deemed complete. All addenda, Amendments, Letters of Clarification, and Withdrawal Notices will be posted online at www.centralauctionhouse.com.

The Parish of Ascension reserves the right to disqualify any Bid, response to a Request for Qualifications, or Request for Proposals if it is determined that the submitting business entity is not in good standing with the Louisiana Secretary of State or is not authorized to do business in the State of Louisiana.

Ascension Parish Government reserves the right to reject any and all bids for just cause.

ASCENSION PARISH GOVERNMENT
KENNY MATASSA, PARISH PRESIDENT

ADVOCATE - 10/06, 10/13, 10/20
CHIEF - 10/06, 10/13, 10/20
WEEKLY- 10/06, 10/13, 10/20

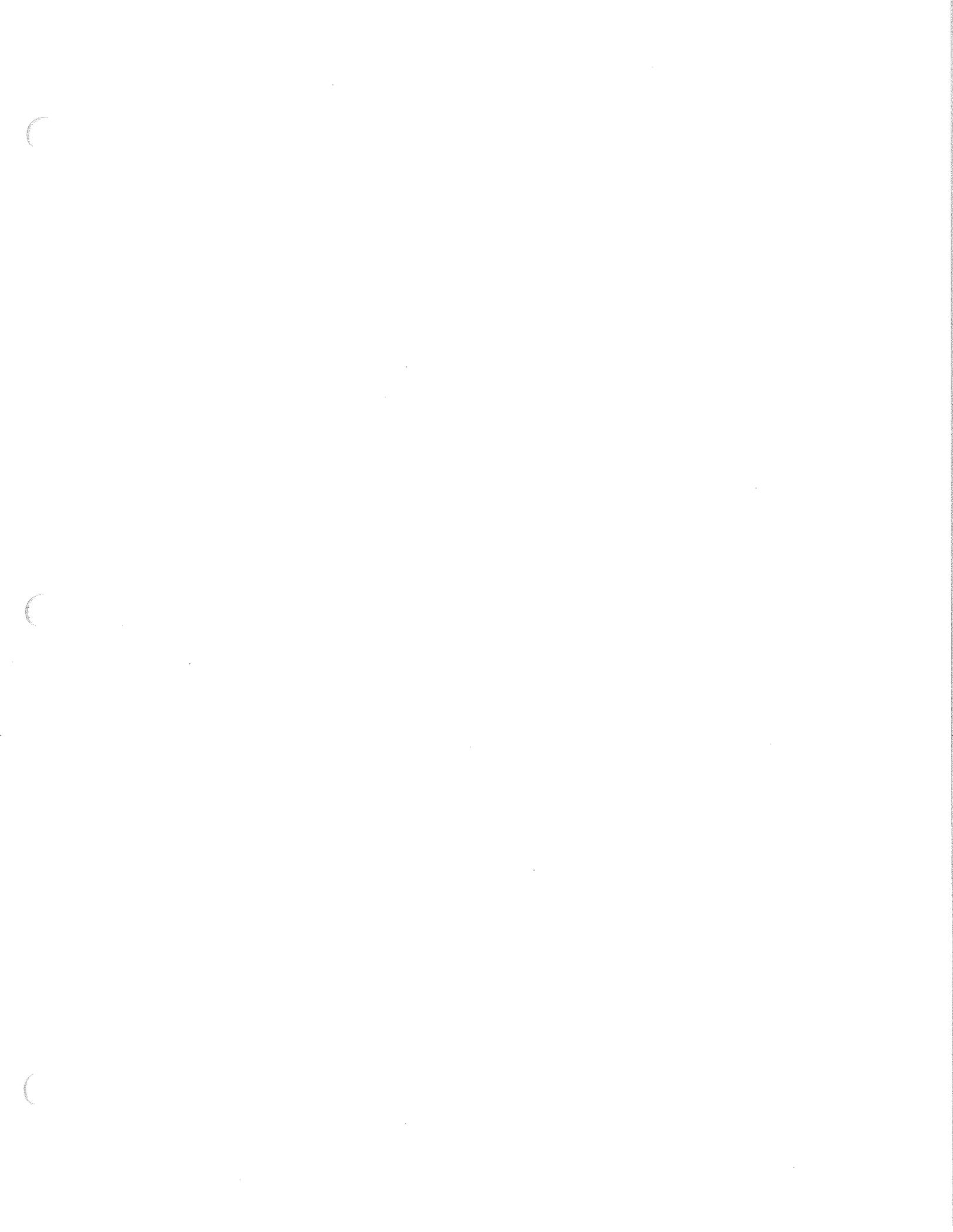


DIVISION 0

Article 4

Draft Contract

****DRAFT Contract – Final contract subject to final negotiations and special conditions that may arise for this project, until such agreement approved by Parish Legal**





**MASTER CONTRACT
for
PUBLIC WORKS / CONSTRUCTION**

BE IT KNOWN that on this ____ day of _____, 20____,

Ascension Parish Government (hereinafter called OWNER), by and through the Office of the Parish President (hereinafter sometimes referred to as the "Parish"), as approved by Resolution adopted by the Parish Council of Ascension on the ____ day of _____, 20__.

And

_____, _____, (hereinafter called CONTRACTOR) qualified to do and doing business in this State and Parish (hereinafter referred to as "CONTRACTOR") and authorized to enter into this contract;

do hereby enter into contract under the following terms and conditions:

NOTE: This Contract or Agreement governs the relationship and rights between the Parties. While there may be other Documents (for example, General Conditions) which might exist between the Parties, those documents **do not** control in the event or to the extent that there is any conflict or contradiction with the terms of this Agreement or Contract. In the event that there is any conflict between the terms of this Agreement/Contract and any other document between the parties, THE PARTIES AGREE THAT THIS AGREEMENT/CONTRACT SHALL CONTROL AND GOVERN.

1. SCOPE OF WORK

- A. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents in conjunction with:

Project Name: "LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION, ENG-16-080"

2. ENGINEER

- A. The Drawings have been prepared by **Meyer Engineers, Ltd., 4937 Hearst Street, Suite 1B, Metairie, LA 70001**, and prepared for **Ascension Parish Administration: Recreation Department**, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. TERM OF CONTRACT

- A. The Work will be substantially completed within **one hundred eighty (180) Calendar Days** from the date identified on the Notice to Proceed from the Engineer.
- B. The Notice to Proceed shall be issued within thirty (30) days from the execution of this contract unless the Owner or Owner's representative and the Contractor agree in writing to another specified date.



- C. This Construction Contract shall terminate upon final acceptance by the engineer and all justified payments are made to contractor:

4. PROJECT SCHEDULE

- A. CONTRACTOR shall submit and strictly adhere to a project construction schedule throughout the allocated contract and associated time frame. CONTRACTOR is aware that OWNER may have a representative at each site where Work is being performed and that CONTRACTOR needs to coordinate with the OWNER'S REPRESENTATIVE or PROJECT MANAGER where Work on the CONTRACT will be performed. CONTRACTOR will coordinate with the OWNER'S REPRESENTATIVE by strictly following the project construction schedule or Progress Schedule. OWNER recognizes and understands that changes in project construction schedule or Progress Schedule may become necessary during the course of the project. However, in the event of any such change, the CONTRACTOR shall notify the OWNER'S REPRESENTATIVE **in writing** of a proposed change. Said written notice shall be provided at least 12 hours prior to the revised construction activity. Said notice shall be provided by emailing notice of change to jtaylor@apgov.us and mterry@apgov.us and other contacts including testing company that is a team member for the project.
- B. Should the CONTRACTOR fail to timely notify the OWNER'S REPRESENTATIVE of such change, the OWNER'S REPRESENTATIVE will document the CONTRACTOR'S failure to notify of the change in work and SHALL assess stipulated damages as follows. For EACH failure to notify the OWNER'S REPRESENTATIVE of any change in the project construction schedule or Progress Schedule, the CONTRACTOR AGREES TO PAY **\$150.00 per failure to notify the OWNER'S REPRESENTATIVE**. CONTRACTOR agrees that these stipulated damages reflect the lost time, manpower, and mileage incurred by OWNER attempting to locate the CONTRACTOR where a change in schedule occurs and the required notice was not provided. CONTRACTOR further agrees that **said amount shall be paid** by directly reducing the amount of monthly invoices/pay applications by the amount of penalties issued. The Penalty fees shall be itemized on monthly invoices.

5. LIQUIDATED DAMAGES

- A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in section 2 above, plus any extensions thereof allowed in accordance with the contract conditions and approved time changes thereto. There are delays, expenses and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount of **one thousand (\$1,000.00)** Dollars for each day that expires after the time specified in section 2 for Substantial Completion until the Work is substantially complete.

6. CONTRACT PRICE

- A. OWNER shall pay CONTRACTOR for completion of the Work completed in accordance with the Contract Documents in the amount specified therein, subject to adjustment as provided in the Contract Documents or amendments thereto. This is unit price contract based on the estimated quantities and unit cost awarded with an estimated total of **\$ N/A**.



7. **PAYMENT PROCEDURES**

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- B. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, once each month during construction. All progress payments will be on the basis of progress of the Work measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in each case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Payment will be made on work that has been installed, inspected, tested, verified, and done so to the satisfaction of the engineer.
- C. Pursuant to LA R.S. – 38.2248 (Public Contract Law), Owner shall withhold retainage from each progress payment until payment is due under terms and conditions governing substantial completion or final payment. Retainage shall be ten percent of the amount of work completed to date if the contract amount is up to \$500,000 and five percent of the work complete to date if the contract amount is over \$500,000.
- D. Fuel or Asphalt/Concrete Adjustments. There shall be NO adjustments for prices or costs of any fuel or asphalt/concrete on this project, arising out of the work on this project/contract, or arising out of this contract. Further, the CONTRACTOR hereby waives any price adjustment for fuel or asphalt/concrete or the ability or right to request any price adjustment for fuel or asphalt/concrete. Particularly, the Louisiana DOTD provisions (or any such or similar provisions by any other third party) pertaining to or related to fuel or asphalt/concrete adjustments are not part of this contract, are not incorporated by reference or otherwise in this Contract, and shall not apply in any form or fashion to the contract. Any language in this Contract which implies that the CONTRACTOR may obtain an adjustment in price for fuel or asphalt/concrete is hereby to be interpreted that CONTRACTOR shall **not** receive any such adjustment. CONTRACTOR shall not assert that any language in the CONTRACT creates any vagueness or ambiguity in the CONTRACT entitling CONTRACTOR to price adjustments for fuel or asphalt/concrete. CONTRACTOR hereby waives any right or ability to request any price adjustment for fuel or asphalt/concrete and CONTRACTOR shall **not** submit any request for any change in price for fuel or asphalt/concrete adjustments to the OWNER in any form.
- E. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions and Supplementary Conditions SC-9.03(B)(13). OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.
- F. There shall be no fees charged by, nor paid to, CONTRACTOR for consultation with the Parish.
- G. CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said CONTRACTOR's obligation and identified under Federal Tax Identification Number as listed in the Scope.



- H. The Parish agrees to make payment to CONTRACTOR for services upon receipt and approval of each invoice. The Parish will pay CONTRACTOR the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. Parish agrees to not unreasonably withhold payments of any invoice.
- I. Other than the fee schedule herein, there will be absolutely no additional fees due CONTRACTOR to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

8. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR is familiar with the nature and extent of the Contract Documents, Work site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- B. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- C. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- D. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

9. CONTRACT DOCUMENTS

The Contract Documents which comprise of the contract between OWNER and CONTRACTOR, attached hereto and made a part hereof, consist of the documents listed in Table of Contents, and the documents identified below.

- a. CONTRACTOR Bid Documents
- b. Bid Bonds
- c. Agreement
- d. Payment Bond
- e. Performance Bond
- f. Notice of Award



- g. Notice to Proceed
- h. Technical Specifications prepared by engineer
- i. Standard General Conditions
- j. Drawings prepared by engineer

10. CONTRACTOR DOCUMENTS

- A. The CONTRACTOR shall also furnish sufficient as-built sets of plans, specifications & contract documents.
- B. All data collected by the CONTRACTOR and all documents, notes, drawings, tracings, and files shall remain the property of the Owner except as otherwise provided herein. The CONTRACTOR shall furnish to the PROJECT MANAGER originals of any project documents used in completion of the project or in any way related to this project to the Project Manager.
- C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner now has in its files which may be of use to the CONTRACTOR. CONTRACTOR has the duty to and must confirm and verify all information contained therein.
- D. **Construction Documents.** The CONTRACTOR shall use the most current version of the standard forms of documents adopted and specified by the Owner in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the Owner are or will become the property of the CONTRACTOR but shall remain the property of the Owner to the extent the Owner has a property interest therein.
- E. Notwithstanding any Section hereinafter, there will be retention of all related records:
 - (1) All records, reports, documents and other material delivered or transmitted to CONTRACTOR by Parish shall remain the property of Parish, and shall be returned by CONTRACTOR to Parish, at CONTRACTOR's expense, at termination or expiration of this contract. All records, reports, documents, exhibits or other material related to this contract and/or obtained or prepared by CONTRACTOR in connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by CONTRACTOR to Parish, at CONTRACTOR's expense, at termination or expiration of this contract.
 - (2) The Parish and CONTRACTOR acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. CONTRACTOR further agrees that CONTRACTOR will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of CONTRACTOR or Parish related to this contract.
 - (3) CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.



(4) CONTRACTOR shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five (5) years after termination of the contract in accordance with state law, except as follows:

(a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved close out has been issued.

(b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the CONTRACTOR goes out of existence, it shall turn over to the Parish all of its records relating to this contract to be retained by the Parish for the required period of time.

F. In the event there is re-use of any documents created by CONTRACTOR, CONTRACTOR invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.

G. The Parish agrees not to use CONTRACTOR's work product on any other project without the express written notice to the CONTRACTOR.

H. All of CONTRACTOR's pre-existing or proprietary computer programs, software, information, standard details or material developed by CONTRACTOR outside of this agreement shall remain the exclusive property of the CONTRACTOR.

11. NON-ASSIGNABILITY

A. CONTRACTOR shall not assign nor transfer any interest in this contract (whether by assignment or novation) without prior written consent of the Parish, provided however, that claims for money due or to become due to the CONTRACTOR from the Parish under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

C. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.



12. BUDGET LIMITATION

- A. It is the responsibility of the CONTRACTOR to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. CONTRACTOR understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. In providing opinions of probable construction cost, the Parish understands that the CONTRACTOR has no control over costs and price of labor, equipment or materials or over the general CONTRACTOR's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the CONTRACTOR's qualifications and experience.
- B. The continuation of this contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance 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.

13. INSURANCE

- A. The CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of Ascension, in writing, on all of the required coverage provided to Ascension Parish. Where possible, all policies and notices should name the CONTRACTOR and Parish. The Parish may examine the policies at any time.
- B. All policies and certificates of insurance shall contain the following clauses:
1. The CONTRACTOR's insurers will have no right of recovery or subrogation against the Parish of Ascension, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. The Parish of Ascension shall be named as additional named insured with respect to automobile and general liability.
 3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of Ascension for payment of any premiums or for assessments under any form of policy.
 4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the CONTRACTOR.



- C. Prior to the execution of this agreement, the CONTRACTOR shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of Ascension by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than B+.
1. Worker's compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
 2. Commercial General Liability Insurance with a Combined Single Limit of at least \$500,000.00 per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal Injury;
 - e) Broad form property damage;
 - f) Explosion, collapse and underground coverage. Not needed for design
 1. Business Automobile Liability Insurance with a Combined Single Limit of \$500,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:
 - a) Any automobiles;
 - b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.
 1. An umbrella policy or excess policy may be used to meet minimum requirements.
 2. The CONTRACTOR shall also secure and maintain at its expense professional liability insurance in the sum of at least One Million Dollars (\$1,000,000.00) per claim.
 3. All policies of insurance shall meet the requirements of the Parish of Ascension prior to the commencing of any work. The Parish of Ascension has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of Ascension as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of Ascension, the CONTRACTOR shall promptly obtain a new policy, timely submit same to the Parish of Ascension for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier



selected by CONTRACTOR. In the event that Parish cannot agree or otherwise authorize said carrier, CONTRACTOR shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of CONTRACTOR and thereafter deduct from CONTRACTOR's fee the cost of such insurance.

4. Upon failure of CONTRACTOR to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish of Ascension, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to maintain insurance shall not relieve the CONTRACTOR from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the CONTRACTOR concerning indemnification.
5. WAIVER: Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under \$50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.

- D. CONTRACTOR shall maintain a current copy of all annual insurance policies and provide same to the Parish of Ascension on an annual basis or as may be reasonably requested.

14. OTHER TERMS AND CONDITIONS

- A. **Licenses and Commissions.** The CONTRACTOR shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a CONTRACTOR, including but not limited to those that may be required by this State and/or Parish. The CONTRACTOR agrees to renew and or keep current all licenses and commissions herein. The CONTRACTOR agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of Ascension.
- B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the Baton Rouge Metropolitan area including the parishes surrounding Ascension Parish. In the event the Parish must have work done by change order or addition resulting from an error or omission by the CONTRACTOR, CONTRACTOR shall provide, at no cost to Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from CONTRACTOR any damages for its errors and omissions.
- C. The CONTRACTOR shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments,



fines, or penalties asserted or alleged by any person, party, entity, firm or generation for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any acts, errors, or omissions by CONTRACTOR, its agents, servants, or employees while engaged in connection with services required to be performed by the CONTRACTOR under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the conduct or the CONTRACTOR.

- D. This agreement shall be binding upon the successors and assigns for the parties hereto.
- E. This agreement represents the entire Agreement between Parish and CONTRACTOR.
- F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the 23rd Judicial District Court for the Parish of Ascension, State of Louisiana. It is also understood and agreed that the laws and ordinances of Ascension shall apply.
- G. In the event that the CONTRACTOR modifies the Parish's contract documents without the expressed prior written consent of the Parish, the CONTRACTOR shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the CONTRACTOR's deviation from the Parish's contract documents.
- H. CONTRACTOR agrees to a covenant against contingent fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.
- I. This contract may be amended only by mutual written consent of the respective parties.
- J. Third Party Beneficiary: it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.



- M. Severability: if any provision or item in this contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this contract are hereby declared severable.
- N. It is specifically understood that the terms "agreement" and "contract" may be used interchangeably. It is specifically understood that the terms "Owner", "PROJECT MANAGER" and "Parish" and "the Parish of Ascension" may be used interchangeably.
- O. Conflict of Interest: it is understood and agreed between the parties hereto that CONTRACTOR is not retained exclusively by the Parish but that the Parish may retain other CONTRACTORS during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged CONTRACTOR, the CONTRACTOR agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will CONTRACTOR take any action on behalf of the Parish directly adverse to any other client.
- P. CONTRACTOR warrants that CONTRACTOR is qualified to perform the intended purposes of this agreement. In the event that CONTRACTOR becomes not fit nor qualified for any reason whatsoever, then CONTRACTOR agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that CONTRACTOR is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then CONTRACTOR agrees to withdraw from this agreement.
- Q. CONTRACTOR specifically agrees and understands that CONTRACTOR shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R. CONTRACTOR agrees to ensure that its personnel are, at all times, educated and trained, and further, that CONTRACTOR and its personnel will perform all work and services in a workmanlike and professional manner.
- S. CONTRACTOR recognizes and understands that time is of the essence. CONTRACTOR agrees to perform and provide services in accordance with this agreement and all incorporated attachments.
- T. CONTRACTOR shall be responsible for any and all losses and damages suffered or incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the actions or omissions to act of the CONTRACTOR, its agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the action or omission to act of the CONTRACTOR.



- U. CONTRACTOR agrees that it will be responsible for all of its own actual and reasonably related expenses for its on & off-site office work. CONTRACTOR further agrees that Parish will not be responsible for or in any way liable for CONTRACTOR's payroll costs, indirect or direct expenses, overhead, or any other amounts associated with CONTRACTOR's business other than the specific fees & costs generated under the terms of this agreement.

15. TERMINATION AND SUSPENSION

A. Termination for Cause

The Parish may terminate this Contract for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of the Contract, provided that the Parish shall give the CONTRACTOR written notice specifying the failure. If within thirty (30) days after receipt of such notice, the CONTRACTOR shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its sole and exclusive option, place the CONTRACTOR in default and this contract shall terminate on the date specified in such notice. Work to be performed during this 30-day period shall not proceed without the actual knowledge of the Parish and specifically supervised by the Parish. Any work performed by CONTRACTOR during this period without the actual knowledge of the Parish and not under the supervision of the Parish shall not be compensated nor honored; CONTRACTOR specifically waives and forfeits any and all claims to payment, compensation, quantum merit, and/or reimbursement from the Parish of any work performed during this period in violation of this paragraph. CONTRACTOR agrees and understands specifically that satisfactory performance shall be unilaterally and exclusively determined by the Parish.

B. Termination for Convenience

Notwithstanding any other section herein, the Parish may terminate this contract at any time for any reason whatsoever by giving thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR shall be entitled to payment for deliverables in progress; to the extent work has been actually and satisfactorily performed.

C. Right to Cancel

- (1) The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance 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. It is understood and agreed that the paragraph below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.
- (2) Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice.



- D. Additional Causes for Termination or suspension:
1. Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice. Parish has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the Parish.
 2. By mutual agreement and consent of the parties hereto.
 3. By the Parish as a consequence of the CONTRACTOR's failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the CONTRACTOR.
 4. By either party upon failure to fulfill its obligations as set forth in this contract
 5. In the event of the abandonment of the project by the Parish.
 6. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.
- E. Upon termination, the CONTRACTOR shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.
- F. Upon termination, the CONTRACTOR shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and files except the CONTRACTOR's personal and administrative files.
- G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) days notice in writing to that effect. CONTRACTOR shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.
- H. There is a right to cancel by the Parish by giving thirty (30) days notice to CONTRACTOR and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the Parish at any time herein.
- I. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel as provided on the fee schedule of the Louisiana Attorney General or in the private sector, whichever is greater. The parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.
- J. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- K. As to the filing of bankruptcy, voluntarily or involuntarily, by CONTRACTOR, CONTRACTOR agrees that if any execution or legal process is levied upon its interest in this contract, or if any liens or privileges are filed against its interest, or if a



petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that CONTRACTOR is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of CONTRACTOR as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

16. AUDITORS

Notwithstanding other Sections herein, CONTRACTOR shall maintain all records for a period of three years after the date of final payment under this contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of CONTRACTOR which relate to this contract. Such audit may be commenced at any reasonable time. CONTRACTOR agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that CONTRACTOR delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, CONTRACTOR agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

17. DISCRIMINATION CLAUSE

CONTRACTOR agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. CONTRACTOR agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by CONTRACTOR, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract. CONTRACTOR agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. CONTRACTOR warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that CONTRACTOR's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.



18. INDEPENDENT CONTRACTOR

- A. While in the performance of services or carrying out obligations herein, the CONTRACTOR shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the CONTRACTOR arising from the performance of its services under this agreement. The CONTRACTOR shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- B. CONTRACTOR hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. CONTRACTOR agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. CONTRACTOR agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of CONTRACTOR as independent contractor.
- C. CONTRACTOR further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- D. CONTRACTOR agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make CONTRACTOR an employee of the Parish nor create a partnership between CONTRACTOR and the Parish.
- E. CONTRACTOR acknowledges exclusion of Workmen's Compensation Coverage. CONTRACTOR acknowledges of the exclusion of Unemployment Compensation coverage.
- F. CONTRACTOR agrees to a waiver of any and all sick and annual benefits from the Parish. It is expressly agreed and understood between the parties entering into this personal service contract, that CONTRACTOR, acting as an independent agent, shall not receive any sick and annual leave from the Parish.

19. NOTICES

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

Parish of Ascension: Office of the Parish President
P.O. Box 1659
Gonzales, LA 70707

CONTRACTOR: (insert company name)



20. AUTHORITY TO ENTER CONTRACT

The undersigned representative of CONTRACTOR warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this contract on behalf of the corporate entity. The undersigned parties warrant and represent that they each have the respective authority and permission to enter this agreement. The Parish shall require, as an additional provision, that CONTRACTOR provide a certified copy of a corporate resolution authorizing the undersigned to enter and sign this agreement in the event that CONTRACTOR is a member of a corporation, partnership, LLC, LLP, and any other juridical entity.

This agreement is executed in two (2) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES

WITNESSES

Ascension Parish Government

Title: Parish President
Date: _____

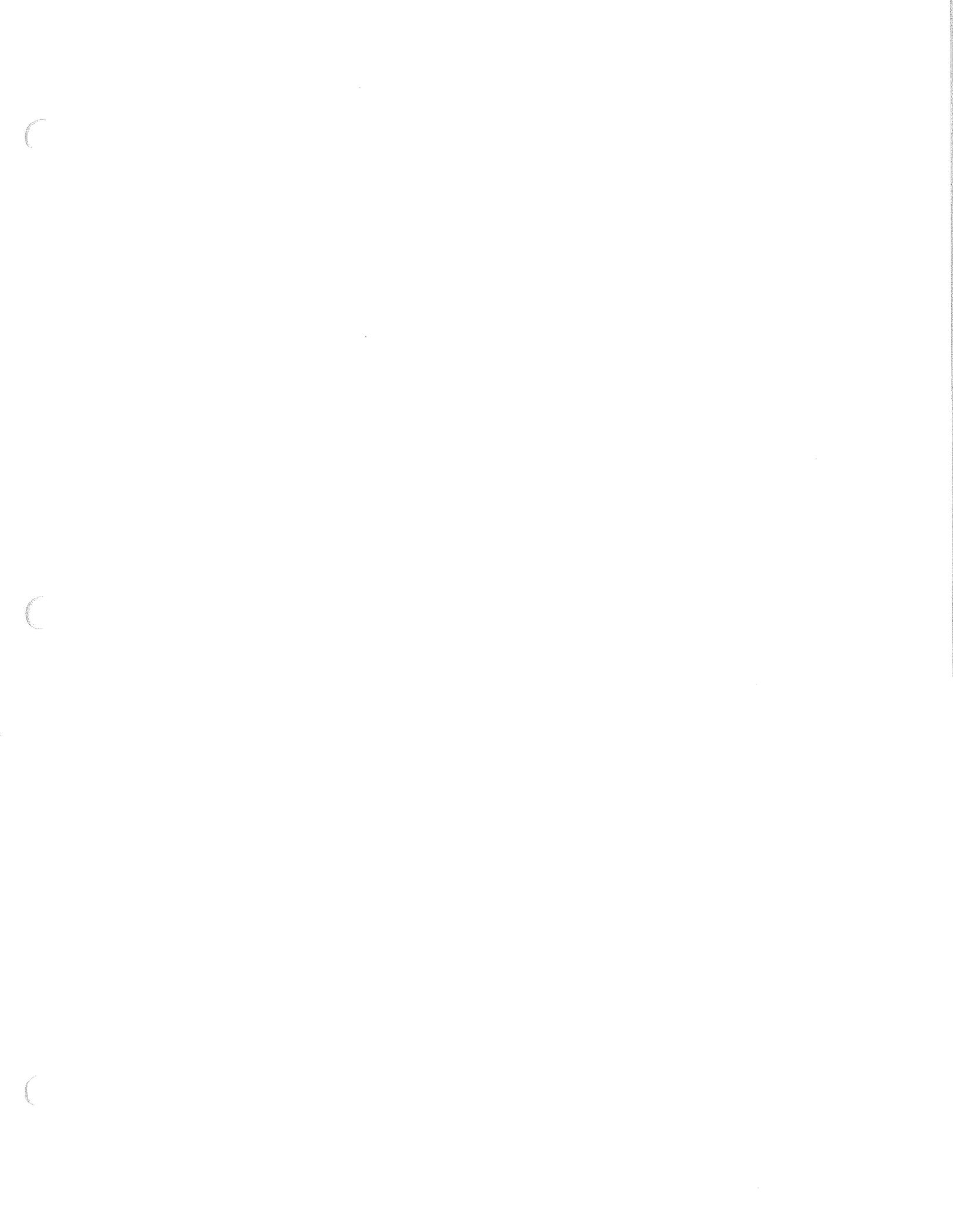
Company Name

Title: _____
License No. _____
Date: _____



DIVISION 0

**STANDARD CONDITIONS OF
THE CONSTRUCTION
CONTRACT**





This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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and

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE



These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.



11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to:
(i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.



23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.



36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.



47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of



any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.



ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and



3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.



ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.



3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.



B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. Reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.



ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or



2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.



2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and



- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.



- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.



- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.



ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.



- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and



6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.



5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.



- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insurers or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.



- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.



5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.



6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.



6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.



- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.



- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.



- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement



between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.



6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work. The Contractor shall apply for building permit and electrical permit, and other permits as necessary.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.



6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.



6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.



- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.



1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.



3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.



6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.



6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications;
 - or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.



- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature 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 Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.



- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.



- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.



8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.



- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.



9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.



9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).



- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.



10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.



ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.



4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.



- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be



performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

A. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

C. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:



1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;



- b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

- c. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- d. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- e. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.



- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.



13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.



- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.



13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- D. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.



13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven (7) days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include



but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.



B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or



- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;



- c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within



- D. 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- E. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be



substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or



otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.



14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:



1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;



2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.



- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents.



The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor up to 3 printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

SC-2.03 Delete Paragraph 2.03.A in its entirety and insert the following in its place:

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Sites are known to Owner.
- B. Not Used.

SC-5.01 Add the following language after the last sentence of paragraph 5.01 A:

“All bonds must be countersigned by a resident agent of the State in which the Project is done.”

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:
 - a. State: Statutory



- b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability: Statutory
2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
- a. General Aggregate \$300,000
 - b. Products - Completed Operations Aggregate \$300,000
 - c. Personal and Advertising Injury \$300,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$100,000
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
 - f. Excess or Umbrella Liability
 - General Aggregate \$1,000,000
 - Each Occurrence \$300,000
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
- a. Bodily Injury:
 - Each person \$100,000
 - Each Accident \$300,000
 - b. Property Damage:
 - Each Accident \$300,000
- Or
- c. Combined Single Limit of \$500,000
4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:



a. Bodily Injury:	
Each person	\$100,000
Each Accident	\$300,000
b. Property Damage:	
Each Accident	\$300,000

SC-5.06.A. Delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the Work at the Sites in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup;



7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

SC-5.06.B Change the first word "Owner" to "Contractor" in paragraph 5.06.B of the General Conditions. The Contractor shall be responsible for this coverage.

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

- H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-9.03 Add the following new paragraphs immediately after Paragraph 9.03.A:

B. The Resident Project Representative (RPR) will be Owner's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison*:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.



- b. Assist Engineer in serving as liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
7. *Review of Work and Rejection of Defective Work:*
 - a. Conduct onsite observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.



8. *Inspections, Tests, and System Startups:*

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. *Records:*

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- b. Maintain records for use in preparing Project documentation.

10. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.



12. *Certificates, Operation and Maintenance Manuals:*
During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.



5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following in its place:

D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the Bid price of a particular item of Unit Price Work amounts to 25% percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 10% percent from the estimated quantity of such item indicated in the Agreement; and
2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-12.01.C Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;



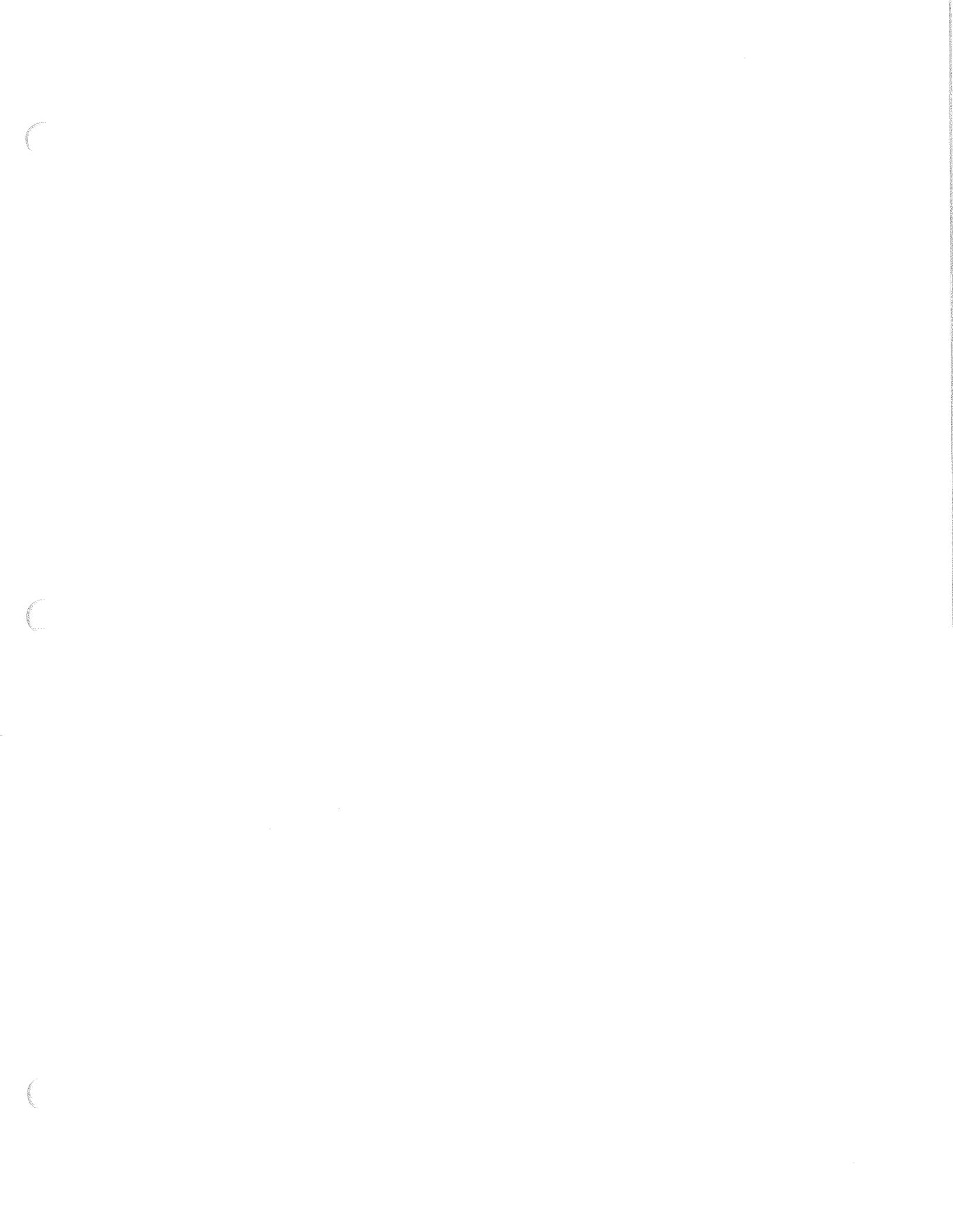
SC-Article 16 Delete Article 16 of the General Conditions in its entirety and replace with the following:

“16.01 Any and all disputes that arise out of the performance of this Contract shall be litigated in the 23rd Judicial District Court in and for the Parish of Ascension. Any reference to arbitration in any Contract Documents is hereby expressly waived and deleted.”



DIVISION 0

BID FORMS





Division 0 – Article 1
LOUISIANA UNIFORM
PUBLIC WORKS BID FORM

TO: Ascension Parish Government
P.O. Box 2392
Gonzales, Louisiana 70707

BID FOR: LAMAR DIXON EXPO CENTER
GYMNASIUM RENOVATION
ENG-16-080

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: **Meyer Engineers, Ltd.. and dated September 30, 2016.**
(Owner to provide name of entity preparing bidding documents)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA:

No. ___ Dated: _____ No. ___ Dated: _____ No. ___ Dated: _____

No. ___ Dated: _____ No. ___ Dated: _____ No. ___ Dated: _____

BASE BID: For all work required by bidding documents (including any and all unit prices but not alternates) the sum of: _____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternate.

Alternate No. 1 – Paint Gymnasium Interior. Add for the lump sum of: _____ Dollars (\$ _____)

Alternate No. 2 – Upgrade VCT Floor to Plank Floor. Add for the lump sum of: _____ Dollars (\$ _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of: _____ Dollars (\$ _____)
N/A

NAME OF BIDDER _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR’S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

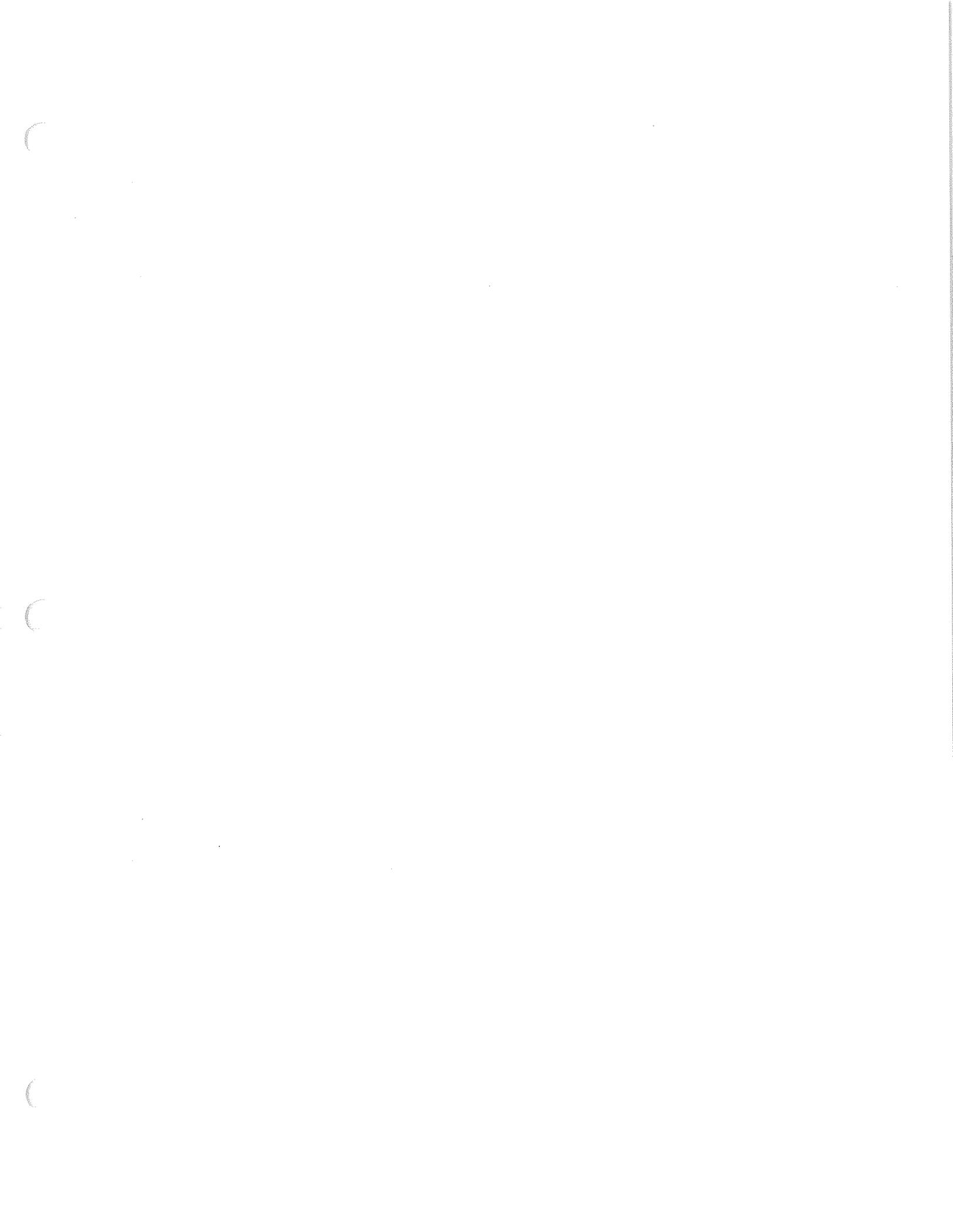
TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER*: _____

DATE: _____

*If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with the La. R.S. 38:2212(A)(I)(c) or RS 28:2212(O).

BID SECURITY in the form of a bid bond, certified check or cashier’s check as prescribed by LA RS 28:2218.A is attached to and made a part of this bid. If a bid bond is provided it shall be on the attached form and only on the attached form.





BIDDER INFORMATION FORM

If BIDDER is:

An Individual

By: _____ (SEAL)
(Signature Individual)

Name (typed or printed): _____

Doing business as: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of General Partner)

Name (typed or printed): _____

Business Address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone No.: _____ Fax No.: _____

** (A Corporate Resolution Must Be Attached)



If BIDDER is:

A Limited Liability Company

Company Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone No.: _____ Fax No.: _____

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Address: _____

Phone No.: _____ Fax No.: _____

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Address: _____

Phone No.: _____ Fax No.: _____

Address, Phone Number, and Fax Number for receipt of official communications:

(Each joint venture partner must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



If BIDDER is:

A Limited Liability Company

Company Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone No.: _____ Fax No.: _____

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Address: _____

Phone No.: _____ Fax No.: _____

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Address: _____

Phone No.: _____ Fax No.: _____

Address, Phone Number, and Fax Number for receipt of official communications:

(Each joint venture partner must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



BID BOND FORM

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION

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

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

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



BIDDER'S NON-COLLUSION AFFIDAVIT
(FURNISH WITH BID PACKAGE)

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, personally came and appeared

_____ who after being by me duly sworn, deposed and said that he is the
fully authorized _____ of

_____ (Herein after referred to as "BIDDER") the party who submitted a
bid for _____

which bid was received by ASCENSION PARISH, LOUISIANA on

_____ and said affiant further said:

- (1) That bidder employed no person, corporation, firm, asocial, or other organization, either directly or indirectly, to secure 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 bidder, and
- (2) That no part of the contract price received by bidder 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 bidder.
- (3) Said bidder is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.
- (4) Said bidder has not in any manner directly or indirectly agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, of that of any other bidder, or to induce any other person to refrain from bidding.



- (5) Said bid is not intended to secure an unfair advantage of benefit from Ascension Parish, Louisiana or in favor of any persons interested in the proposed contract.
- (6) All statement contained in said bid are true and correct.
- (7) Neither affiant nor any member of his company has divulged information regarding said bid or any data relative thereto to any person, firm, or corporation.

By: _____
(Signature)

(Type or Print Name)

(Type or Print Title)

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

20_____.

Notary Public



**RESOLUTION AUTHORIZING SUBMISSION OF
BID, SIGNATURE OF BID AND SIGNATURE OF
CONTRACT**

BE IT RESOLVED by the Board of Directors of _____, a Corporation organized and existing under the laws of the State of _____, and domiciled in the City of _____; that _____ President of the Corporation and/or _____ of the Corporation, be, and are hereby authorized and empowered to submit bids and to execute any and all contracts of whatever kind on behalf of the Corporation and to do all things necessary in the premises.

CERTIFICATE

I, _____, Secretary of _____ do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the _____ day of _____ 20____; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this _____ day of _____, 20_____.

(Secretary)



PERFORMANCE BOND

_____ as Principal, and
_____ a surety company
or companies authorized to do business in Louisiana, as Surety, are bound, in solido, unto
_____ and unto all subcontractors, workmen,
and furnishers of materials and equipment, jointly in the sum of
_____ Dollars(\$_____).

Payable in lawful money of the United States, and to this bond do obligate their heirs, successors and assigns. In
the case of co-sureties, co-sureties assume an obligation in the sum of

_____ Dollars(\$_____).

For _____ and

_____ Dollars(\$_____).

The consideration for this bond is such, that if the Principal shall perform this contract, made and entered
into on the _____ day of _____, 20_____, To construct the project entitled:
LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION; **ENG-16-080**, consisting of municipal
street and lighting construction according to the stipulations in said contract attached hereto and made a part
hereof, at the time and in the manner and form specified; perform all labor and work; and shall furnish all
materials as specified in said contract, and the drawings and specifications thereto attached and made a part
thereof; this obligation shall be void; otherwise to remain in effect.

It is agreed by the parties that this bond is given in accordance with Louisiana Revised Statutes of 1950, Title 38,
Chapter 10.



In faith whereof, we have subscribed this obligation at _____, Louisiana.

Witness our hands and seals, this _____ day of _____, 20_____.

Witnesses

Principal

By _____

Typed or Printed Name

First Surety

By _____ (Seal)
Attorney-in-Fact

Typed or Printed Name

Second Surety

By _____ (Seal)
Attorney-in-Fact

Typed or Printed Name

I certify that I am as of the date of this bond a licensed Resident Agent of Louisiana in good standing with the Louisiana Insurance Commission and authorized to countersign this bond on behalf of the Surety of Sureties.

First Surety

Second Surety

By _____

By _____

Typed or Printed Name

Address

Address



PAYMENT BOND FORM

_____ as Principal, and _____

a surety company or companies authorized to do business in Louisiana, as Surety, are

bound, in solido, unto _____ and unto

all subcontractors, workmen, and furnishers of materials and equipment, jointly in the sum of

_____ Dollars(\$ _____).

Payable in lawful money of the United States, and to this bond do obligate their heirs, successors and assigns. In

the case of co-sureties, co-sureties assume an obligation in the sum of

_____ Dollars(\$ _____).

For _____ and

_____ Dollars(\$ _____).

The consideration for this bond is such, that if the Principal shall perform this contract, made and entered into on the _____ day of _____, 20_____, To construct the project entitled: **LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION;** **ENG-16-080**, consisting of municipal street and lighting construction according to the stipulations in said contract attached hereto and made a part hereof, pay all sums due on materials and supplies used and wages earned by workmen employed on the work; this obligation shall be void; otherwise to remain in effect.

It is agreed by the parties that this bond is given in accordance with Louisiana Revised Statutes of 1950, Title 38, Chapter 10.



Witness our hands and seals, this _____ day of _____, 20_____.

Witnesses

_____ Principal

_____ By _____

Typed or Printed Name

_____ First Surety

_____ By _____ (Seal)

Attorney-in-Fact

Typed or Printed Name

_____ Second Surety

_____ By _____ (Seal)

Attorney-in-Fact

Typed or Printed Name

I certify that I am as of the date of this bond a licensed Resident Agent of Louisiana in good standing with the Louisiana Insurance Commission and authorized to countersign this bond on behalf of the Surety of Sureties.

First Surety

Second Surety

By _____ By _____

Typed or Printed Name

Address

Address



HOLD HARMLESS AGREEMENT

OWNER: **PARISH OF ASCENSION**
 P.O. BOX 1659
 GONZALES, LOUISIANA 70707-1659

ENGINEER: **MEYER ENGINEERS, LTD.**
 4937 HEARST STREET, SUITE 1B
 METAIRIE, LOUISIANA 70001

The Contractor shall indemnify and hold harmless the Owner and the Engineers and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom: and (b) is caused in whole or in part by any negligent act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or the Engineers, or any of their agents or employees by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Agreement shall not extend to the liability of the Engineers, their agents or employees arising out of. (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications: or (2) the giving of or the failure to give directions or instructions by the Engineers, their agents or employees provided such giving or failure to give its primary cause of the injury or damage.

CONTRACTOR: _____

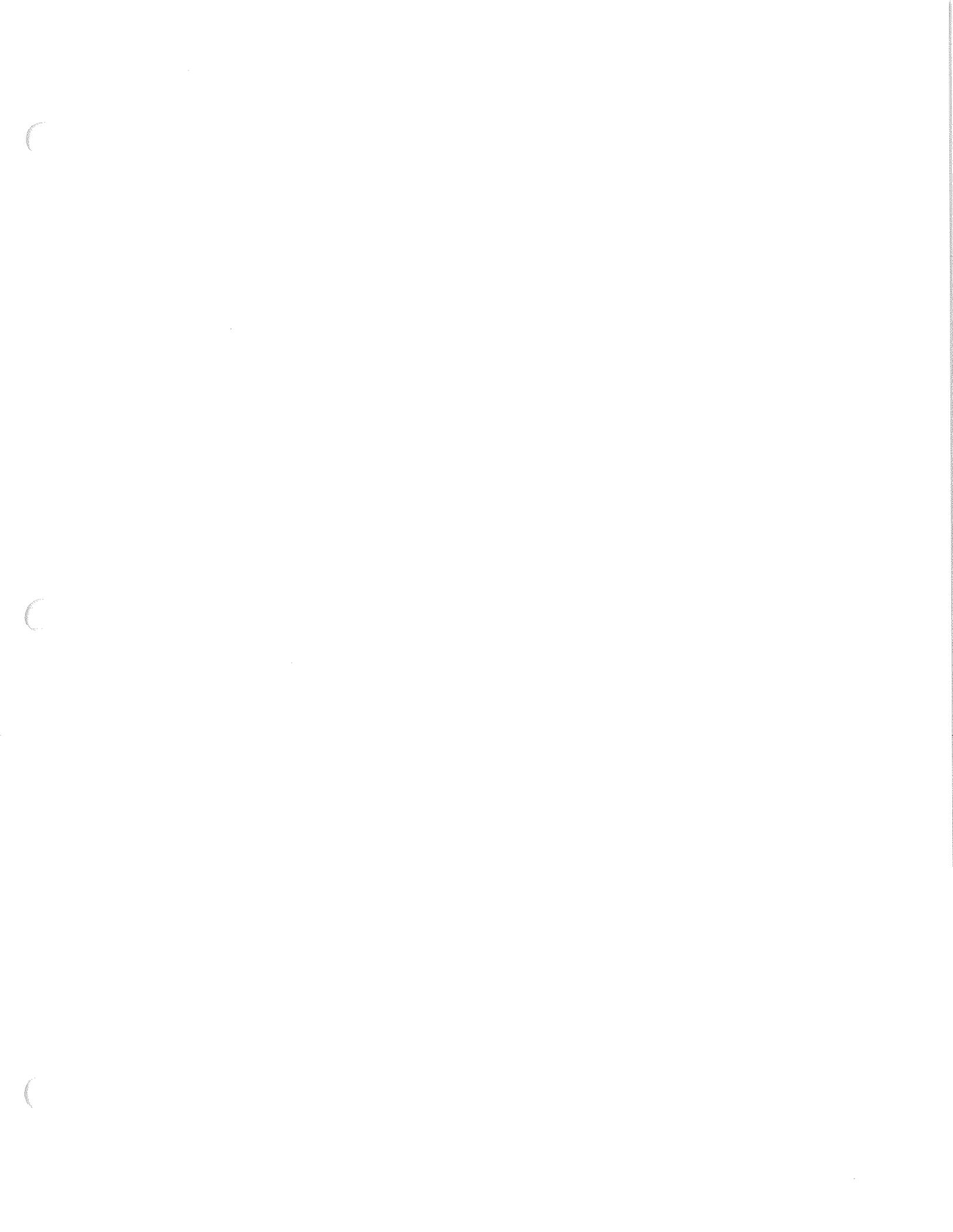
By: _____

WITNESSES:



DIVISION 0

CONTRACT FORMS





NOTICE OF AWARD

Date of Award: _____

TO: _____

ADDRESS: _____

PROJECT: _____

Owner's Contract No.: _____ Engineer's Project No.: 20-1406A

Contract For: **LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION:**
FISCAL YEAR **2016**
ASCENSION PARISH
PROJECT # **ENG-16-080**

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for:

LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION
FISCAL YEAR 2016 ASCENSION PARISH

The Contract Price of your Contract is: _____

4 Copies of each of the proposed Contracts accompany this Notice of Award.
3 Sets of the complete Contract Documents, including Drawings, will be delivered separate
During the Pre-Construction Conference or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, this is by: _____

1. You must deliver to the Owner four (4) fully executed counterparts of the proposed Contract, including the Agreement. Each copy of the Contract must bear your signature on all signatory lines within the Agreement
2. You must deliver with the executed Agreement, the Contract Security (Bonds) as specified in the Instructions to Bidders (Section 1.8) and General Conditions (Section 5.01).



NOTICE OF AWARD (Continued)

3. You must deliver with the executed Agreement, Certificate of Insurance including certificates verifying additional insurers as required in General Conditions (Section 5.03)

Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with the above conditions, the Owner will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

PARISH OF ASCENSION
(Owner)

By: _____
(Authorized Signature)

(Title)

ACCEPTANCE OF AWARD

(Contractor)

By: _____
(Authorized Signature)

(Title)

(Date)



NOTICE TO PROCEED

TO: _____

ADDRESS: _____

PROJECT: _____

Owner's Contract No.: _____ Engineer's Project No.: 20-1406A
Contract For: **LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION:**
FISCAL YEAR 2016
ASCENSION PARISH
PROJECT # ENG-16-080

You are notified that the Contract Times under the above Contract will commence to run on _____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and completion and readiness for Final Payment are: _____ and _____

Before you may start any Work at the site, Article 2.01 of the General Conditions provides that you and the Owner must each deliver to the other (with copies to the Engineer) and other identified additional insurers) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site you must notify Owner/Engineer of Start Date.

PARISH OF ASCENSION
(Owner)

By: _____
(Authorized Signature)

(Title)

ACKNOWLEDGED:

(Contractor)

By: _____
(Authorized Signature)

(Title)

(Date)



APPLICATION FOR PAYMENT

NO. _____
 TO: Ascension Parish Government
 Contract For: LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION:
 Owner's Contract No.: _____ Engineer's Project No.: 20-1406A
 For Work accomplished through the date of: _____

ITEM	CONTRACTOWS Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
Total (Original Contract)			\$		\$

Accompanying Documents	Gross Amount Due:	\$ _____
_____	Less (%) Retainage:	\$ _____
_____	Amount Due to Date:	\$ _____
_____	Less Previous Payments:	\$ _____
_____	Amount Due this Application:	\$ _____

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered _____ through _____ inclusive; (2) title to all Work materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

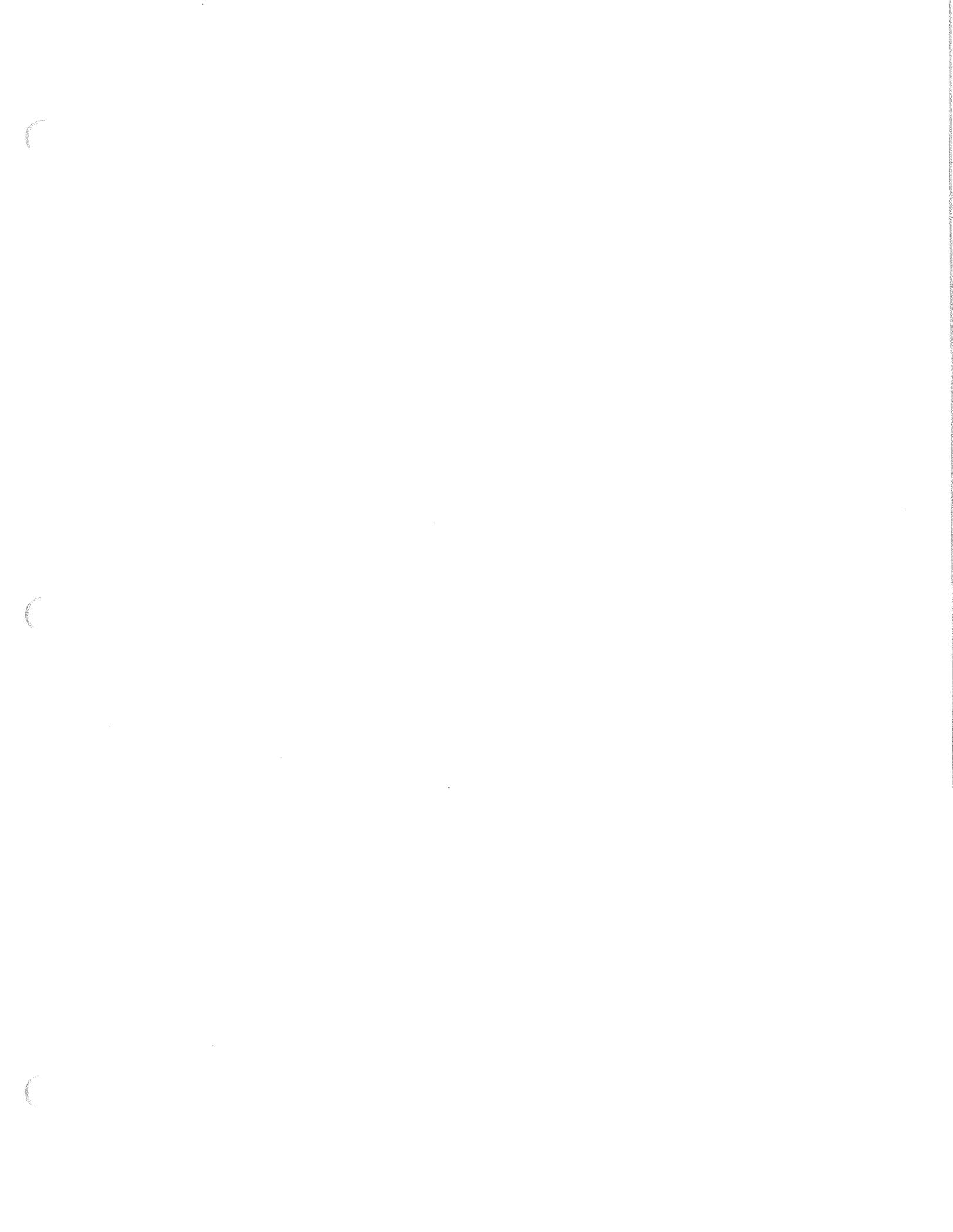
Dated: _____

By: _____
CONTRACTOR
Authorized Signature

Dated: _____

By: _____
ENGINEER
Authorized Signature

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.





NO. _____

WORK CHANGE DIRECTIVE

PROJECT: LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: PARISH OF ASCENSION OWNER'S CONTRACT NO.: _____

ENGINEER: Meyer Engineers, Ltd. ENGINEER'S PROJECT NO.: 20-1406A

CONTRACTOR: _____

You are directed to make the following changes in the Contract Documents:

Description:

Purpose of Work Change Directive:

Attachments (List documents supporting changes):

If a claim is made that the above change(s) have affected the Contract Price or Contract Times, any claim for a change order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

____ Unit Prices
____ Lump Sum
____ Other: _____

Method of determining change in Contract Times

____ Contractor's Records
____ Engineer's Records
____ Other: _____

Estimated increase (decrease) in Contract Price:

_____ \$ _____ = _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: _____ Days
Ready for Final Payment: _____ Days

If the change involves an increase, the estimated are not to be exceeded without further authorization.

RECOMMENDED: By: _____
Engineer (Authorized Signature)

Date: _____

APPROVED: By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED: By: _____
Contractor (Authorized Signature)

Date: _____

EJCDC No. 1910-E-F (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and Endorsed by
The Associated General Contractors of America



CHANGE ORDER

CHANGE ORDER NO. _____

OWNER Ascension Parish Government DATE _____

NAME OF PROJECT: LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION

PROJECT NUMBER: ENG-16-080

ENGINEER: Meyer Engineers, Ltd.

CONTRACTOR: _____ CONTRACT DATE _____

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the Contract shall be executed by the Contractor without changing the terms of the Contract except as herein stipulated and agreed.

SCOPE OF CHANGES:

JUSTIFICATION FOR CHANGES:

CONTRACTOR'S PROPOSAL FOR THE ABOVE DESCRIBED CHANGES

I/We hereby agree to the modification of the Contract as described above and agree to furnish all materials, equipment and labor necessary to perform all work in connection therewith in accordance with the requirements for similar work in the existing Contract except as otherwise stipulated herein, for the following consideration.

CONTRACT Amount –Add to –or- Deduct from- the Contract amount the sum of \$ _____

Time for Completion –Add to –or- Deduct from- the Contract Time: _____ Days.

The New Date for Completion is _____

CONTRACTOR: _____

SIGNATURE: _____ DATE _____

RECOMMENDED BY: Chief Engineer, Ascension Parish Engineering Department

BY: _____ DATE _____



CHANGE ORDER (Continued)

APPROVED BY:

PUBLIC WORKS BY: _____ DATE _____

PARISH PRESIDENT BY: _____ DATE _____

**STATEMENT OF
CONTRACT AMOUNT**

ORIGINAL CONTRACT AMOUNT:

Previous Additions

Previous Deductions

Net Amount Prior to this Change

Amount of This Change ___ Add ___ Deduct...

CONTRACT AMOUNT TO DATE.....

\$ _____
\$ _____
\$ _____
\$ _____

\$ _____
\$ _____



CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: **LAMAR DIXON EXPO CENTER GYMNASIUM RENOVATION**

Owner: Ascension Parish Government

Owner's Contract No.:

Contract:

Engineer's Project No: **20-1406A**

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents:
- The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities
- Not Amended

Owner's Amended Responsibilities:



CERTIFICATE OF SUBSTANTIAL COMPLETION (Continued)

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date



**DIVISION 1
THRU
DIVISION 16**

TECHNICAL SPECIFICATIONS

SECTION 01010: SUMMARY OF WORK

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this section.
- 1.2 Scope of Work: The Work of this Contract comprises of the renovation to the existing Gymnasium in the Lamar Dixon Expo Center located in Gonzales, Louisiana. The renovation will include new flooring, athletic equipment, scoreboards, public address system and other improvements.
- 1.3 General:
- A. The Contractor shall furnish all labor, materials, equipment, tools, services, and incidentals to complete all work required by these Specifications and as shown on the Drawings.
 - B. The Contractor shall perform the work complete, in place and ready for continuous service, and shall include repairs, replacements, and restoration required as a result of damages caused during this construction.
 - C. Furnish and install all materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.
 - D. Protect all existing work from damage. It is intended that any existing Work in place shall be repaired to original condition if damaged by Work of this Contract.
 - E. Contractor shall verify all field and job conditions prior to preparing his bid. Any conditions not described in these drawings and specifications shall be brought to the attention of the A/E prior to bid date. Failure to do so shall render the contractor responsible for correction of this condition should he be awarded the contract.
 - F. The word "Provide" as used in these specifications and on the drawings will be termed to mean "furnish and install" and includes all items necessary for the proper execution and completion of the work.
 - G. Visit and examine the job site, and with all authorities concerned in order to become familiar with all existing conditions pertinent to the work to be performed thereon. No additional compensation will be allowed for failure to be so informed. Pay all costs and fees for utility connections.
 - H. All work shall be performed in a neat and workmanlike manner, and in accordance with all codes, standards, and requirements of the industry.

- I. Check all specifications and all drawings and bring to attention any conflicts or variations as shown or noted.
- J. Specifications and accompanying drawings apply to all material and/or labor for construction of work specified herein and shown on drawings.
- K. For any points which are not clear, or from items and/or details which the Contractor feels are in need of clarification, consult the A/E before submission of a proposal.
- L. The drawings and the specifications are complementary and what is shown and/or called for one shall be furnished and installed the same as if shown and/or called for in the other.
- M. In case of discrepancies and/or ambiguities in the drawings and/or in the specifications, the A/E shall be consulted prior to submission of a proposal. Failure to do so on the part of the successful bidder shall be construed as explicit agreement on his part to abide by the A/E's decision in such matters.

1.4 Contract: Construct Work under single fixed-price (lump-sum) contract.

1.5 Work Sequence: Contractor is responsible for work sequence.

1.6 Contractor Use of Premises:

- A. Confine operations at site to areas permitted by law, ordinances, permits, Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products which interfere with operations of Owner.
- C. Do not load structures with weight that will endanger structure.
- D. Use of Site: Limit use of site for work and storage. Coordinate parking areas, materials delivery, and storage areas at site with Owner.
- E. In no case shall the Work interfere with existing streets, drives, walks, passageways, pedestrian traffic, and the like. Comply with provisions of the Conditions of the Contract and regulatory ordinances.
- F. Contractor shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.7 Construction Areas:

- A. Contractor shall limit his use of the construction areas for work and for storage to allow for work by other Contractors, Owners use, and Public use as applicable.
- B. Coordinate use of work site under direction of Owner.
- C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on site.

- D. Move any stored Products, under Contractor's control, which interfere with operations of the Owner or separate contractor.
- E. Obtain and pay for the use of additional storage or work areas needed for operation.

1.8 Partial Owner Occupancy: The Contractor shall schedule his operations for completion of portions of the Work, as designated, for the Owner's occupancy prior to Substantial Completion of the entire Work.

1.9 Noise During Construction:

- A. The noise generated by construction of this Work may at times create a problem for the Owner.
- B. The Owner recognizes and can tolerate the normal level of noise created by a majority of construction activity and, therefore, does not feel any need to set certain hours of the day when noise will be restricted.
- C. However, the Owner also recognizes that, during certain construction work, the noise level is unusually higher than normal. These higher levels of noise generation may conflict with a specific activity being simultaneously conducted by the Owner.
- D. It is required of the Contractor that agreement be secured from the Owner prior to scheduling any such unusually noise activity, and that the Contractor cooperate if an on-going-activity becomes objectionable by its longevity or overlapping into a program started later by the Owner. It is understood and agreed that both parties will cooperate to the end that neither will unduly inconvenienced by this requirement.

1.10 Miscellaneous Conditions:

- A. CAD Drawings: All bidders are advised that the Architect's CAD drawings will not be available for use during construction. This includes all drawings and any variation thereof for piling and foundation location, sprinkler heads, etc. The cost of drafting from scratch of any drawings shall be included in the cost of contractor's bid.
- B. The A/E shall apply for the building permit and shall apply to the State Fire Marshal. The Contractor shall pick up and pay for the building permit and other required permits.
- C. Work Stoppage Due to Publically Declared Emergency: If there is an emergency declared by the Federal, State or Local government in Ascension Parish or in any portion thereof, then all work on this project shall cease until such time as the contractor is instructed to resume work by Department Director (no one else) who has jurisdiction over the project. If there is any type of work which must proceed to prevent harm to persons or property, or damage to the project itself; then contractor should immediately contact the Department Director for necessary instructions. If contractor is

unable to contact the Department Director, contractor may perform the work necessary to prevent such harm in accordance with industry safety standards. Contactor shall be entitled to an extension of time for the period of the stoppage, but shall not be entitled to any additional compensation by reason thereof.

D. Construction Schedule:

- A. Contractor shall submit a detailed construction schedule to the A/E ten (10) days after receipt of Notice of Award.
- B. Contractor shall submit a revised construction schedule at the Pre-Construction Conference.
- C. Contractor shall submit revised construction schedules to the A/E monthly thereafter.

* * *

SECTION 01011: INSURANCE

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract, (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Provisions: A/E shall be named as an additional insured on all policies except as applied to Worker's Compensation Coverage. Contractor shall provide A/E with a Certificate of Insurance. A/E shall be listed as Certificate Holder.
- 1.3 Submittals: A sample Certificate of Insurance is attached.

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A

COMPANY
B

COMPANY
C

COMPANY
D

INSURED

Sample

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT PROT				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

All required insurance includes Owner and Meyer Engineers, Ltd. as an additional insured except as applied to Worker's Compensation coverage.

CERTIFICATE HOLDER

Meyer Engineers, Ltd.
 P.O. Box 763
 Metairie, LA 70004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SECTION 01030: ALTERNATES

PART 1: GENERAL

1.1 Related Documents: The general provisions of the Contract, including the conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.

1.2 General

- A. This Section describes the changes to be made under each alternate.
- B. Basis of Bid: Bidder must include all alternates shown on bid form; failure to comply may be cause for rejection. No segregated bids or assignments will be considered.
- C. The Specifications sections contain the pertinent requirements for material and methods to achieve the work described herein.
- D. Coordinate pertinent related Work and modify surrounding work as required to complete the project under each alternate designated in the Owner - Contractor Agreement.
- E. The stated sum of Alternates shall not change for a period of 45 days after Notice to Proceed and may be reinstated by Change Order for the Bid sum during this period.
- F. See Unit Prices affecting work of this Section.

1.3 Description of Alternates:

ALTERNATE 1: PAINT GYMNASIUM INTERIOR

- A. If this Alternate is accepted, add all work associated with painting gymnasium interior as indicated on Drawings.

ALTERNATE 2: UPGRADE VCT FLOOR TO PLANK FLOOR

- A. If this Alternate is accepted, add all work associated with upgrade of VCT flooring to Plank Flooring as indicated on Drawings.

* * *

SECTION 01031: SPECIAL PROJECT PROCEDURES

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract (General and Supplementary and other Conditions, Division 0) and Division 1 as appropriate, apply to work in this Section.
- 1.2 Connections to Existing Systems: The Contractor shall perform all work necessary to locate, excavate and prepare for connections to the terminus of the existing systems all as shown on the Drawings or where directed by the Owner. The cost for this work and for the actual connection to the existing systems shall be included in the price bid for the various items and shall not result in any additional cost to the Owner.
- 1.3 Relocations: The Contractor shall be responsible for the relocation of structures, including but not limited to light poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the Work as set out on the Drawings. The cost of all such relocations shall be included in the bid price.
- 1.4 Salvage: Any existing equipment or material, including but not limited to, valves, pipes, fittings, couplings, etc. which is removed or replaced as a result of construction under this project may be designated as salvage by the Engineer or Owner and if so shall be delivered to the Owner at a location directed by the Owner. Any equipment or material not worthy of salvaging, as directed by the Owner, shall be disposed of by the Contractor at a suitable location.
- 1.5 Additional Provisions:
- A. Before commencing work on any of the existing structures of equipment, the Contractor shall notify the Engineer, in writing, at least three (3) calendar days in advance of the date he proposes to commence such work.
 - B. The Contractor shall provide at his own cost all necessary temporary facilities for access to, and for protection of, all existing structures. The Owner's personnel must have ready access at all times to the existing structures. The Contractor is responsible for all damage to existing structures, equipment, and facilities caused by his construction operations, and must repair all such damage when and as ordered by the Engineer.
- 1.6 Tools: Any special tools (including grease guns or other lubricating devices) which may be necessary for the adjustment, operations, and maintenance of any equipment shall be furnished with the respective equipment.
- 1.7 Schedule:

- A. Due to existing operation and schedule of events in the gymnasium and at the Expo Center Site, there will be two part substantial completion schedule. The contractor will submit shop drawings, order materials, perform demolition, install new flooring and paint the interior during the first ninety (90) days of the contract time. This work must be substantially complete prior to March 4, 2017 due to a schedule event in the gymnasium.
- B. All work under this contract shall be suspended and all equipment, tools and materials shall be removed from the gym from March 4, 2017 through March 21, 2017. All building systems including, but not limited to, electrical, mechanical, fire alarm, exit egress, accessibility shall be fully operational. Work may resume on March 22, 2017. Liquidated damages of \$10,000 will be assessed for each day after March 4, 2017 that the flooring work is not completed.
- C. After March 22, 2017, the contractor will be provided access to the site for the completion of the remaining work.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

* * *

SECTION 01041: PROJECT COORDINATION

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: This section covers the work required by the Contractor to coordinate and administer the project.
- 1.3 Coordination: Contractor shall plan, schedule, and coordinate his operations in a manner that will facilitate the simultaneous progress of work included under other contracts outside the scope of these Contract Documents. Contractor shall plan, schedule and coordinate with all utilities in a manner conducive to timely and efficient progress in the execution of the contract.
- 1.4 Notice to Owners and Authorities:
- A. Contractor shall, as provided in General Conditions, notify owners of adjacent property and utilities when prosecution of the Work may effect them. Notification shall include names and telephone numbers for key project personnel so that property owners can report problems. These contact telephone numbers shall be given so that appropriate personnel can be contacted 24 hours a day, seven days a week.
 - B. When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices will conform to any applicable local ordinance and, whether delivered orally or in writing, will include appropriate information concerning the interruption and instructions on how to limit their inconvenience.
 - C. All utilities and other concerned agencies shall be contacted at least 24 hours in advance, unless otherwise specified, prior to cutting or closing streets or other traffic areas, excavating near underground utilities or pole lines or temporary shutdown of existing facilities.
 - 1. Notice to local electric company: The Contractor shall review with the local electric company the construction methods to be used in the vicinity of power lines. This review shall establish which lines, if any, need temporary relocation or de-energizing. At least two weeks notice is required from the Contractor by local electric company prior to any temporary relocating or de-energizing work being required.

2. Notice to local gas company: The Contractor shall review with the local gas company any work to be done in the vicinity of gas lines. Where temporary relocation of gas lines or reinforcement of coating is required the Contractor shall meet with the Louisiana Gas Company as soon as possible, but no less than 30 days in advance of when relocation is required. For temporary shutdown of gas mains and notification as required by the company when working in the vicinity of gas mains at least 48 hours notice is required, by calling ONE CALL at 1-800-272-3020.

1.5 Mechanical and Electrical Coordination: Contractor shall coordinate all details of the equipment with other related parts of the Work, including verification that all structures, piping, wiring, and equipment components are compatible. Contractor shall be responsible for all structural and other alterations in the Work required to accommodate equipment differing in dimensions or other characteristics from that contemplated in the Drawings or Specifications.

* * *

SECTION 01200: PROJECT MEETINGS

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: This section covers project meetings required for the project.
- 1.3 Description:
- A. The General Contractor shall coordinate the scheduling and administer the pre-construction meeting, periodic progress meetings, and specially called meetings throughout the progress of the work.
 - 1. Prepare agenda for meetings.
 - 2. Distribute written notice of each meeting four days in advance of meeting date.
 - 3. Make physical arrangements for meetings.
 - 4. Preside at meetings.
 - 5. Record the minutes; include all significant proceedings and decisions.
 - 6. Reproduce and distribute copies of minutes within three working days after each meeting.
 - B. Representatives of contractors, subcontractors, and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.
- 1.4 Pre-Construction Meeting:
- A. Schedule pre-construction meeting prior to beginning on-site construction.
 - B. Location: Project site or other location as coordinated with A/E and Owner.
 - C. Attendance:
 - 1. Owner's Representative.
 - 2. A/E
 - 3. Resident project representative, if applicable.
 - 4. Contractor's Superintendent.
 - 5. Major subcontractors.
 - 6. Major suppliers.
 - 7. Others as appropriate.
 - D. Suggested Agenda:
 - 1. Distribution and discussion of list of major subcontractors and suppliers.
 - 2. Projected construction schedules.
 - 3. Critical work sequencing.
 - 4. Major Equipment deliveries and priorities.
 - 5. Project coordination and designation of responsible personnel.

6. Procedures and processing of field decisions, proposal requests, submittals, Change Orders, Applications for Payment.
7. Adequacy of distribution of Contract Documents.
8. Procedures for maintaining Record Documents.
9. Use of premises: office, work, and storage areas; Owner's requirements.
10. Construction facilities, controls, and construction aids.
11. Temporary utilities.
12. Safety and first-aid procedures.
13. Security procedures.
14. Housekeeping procedures.

1.5

Progress Meetings:

- A. The General Contractor shall schedule regular periodic meetings, as required. Hold called meetings as required by progress of work.
- B. Location of Meetings: The project field office of the Contractor.
- C. Attendance: A/E, Owner's Representative, subcontractors, and suppliers as appropriate to the agenda, others as required.
- D. Suggested Agenda:
 1. Review, approval of minutes of previous meeting.
 2. Review of work progress since previous meeting.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain projected schedule.
 7. Revisions to Construction Schedule.
 8. Plan progress, schedule, during succeeding work period.
 9. Coordination of schedules.
 10. Review submittal schedules; expedite as required.
 11. Maintenance of quality standards.
 12. Review proposed changes for effect on Construction Schedule, completion date.
 13. Other business.

* * *

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 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.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require A/E's responsive action. Action submittals, as they are implied are those submittals indicated in individual Specification Sections.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals, as they are implied are those submittals indicated in individual Specification Sections.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the A/E and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work those required early because of long lead time for manufacture or fabrication, and all submittals that require color/material selections.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 1. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category: Action, informational.
 4. Name of subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for A/E's final release or approval.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. A/E's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by A/E for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 1. A/E reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on A/E receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow fifteen (15) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. A/E will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow fifteen (15) days for review of each resubmittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by A/E.
 3. Include the following information for processing and recording action taken:
 1. Project name.
 2. Date.
 3. Name of Construction Manager.
 4. Name of Contractor.
 5. Name of subcontractor.
 6. Name of supplier.
 7. Name of manufacturer.
 8. Revise first subparagraph below to suit Project and office practice.
 9. Number and title of appropriate Specification Section.
 10. Drawing number and detail references, as appropriate.
 11. Location(s) where product is to be installed, as appropriate.
 12. Other necessary identification..
- E. Additional Paper Copies: Unless additional copies are required for final submittal, and unless A/E observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to A/E.
- F. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. A/E will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Use Submittal Transmittal form included in Project Manual.
 1. Project name.
 2. Date.
 3. Destination (To:).
 4. Source (From:).
 5. Names of subcontractor, manufacturer, and supplier.
 6. Category and type of submittal.
 7. Submittal purpose and description.
 8. Specification Section number and title.
 9. Indication of full or partial submittal.
 10. Drawing number and detail references, as appropriate.
 11. Transmittal number.
 12. Remarks.
 13. Signature of transmitter.

2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by A/E on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

G. Resubmittals:

1. Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from A/E's action stamp.
 2. Shop Drawings: Revise initial drawings as required and resubmit as specified for initial submittal. Indicate on drawings any changes which have been made other than those requested by A/E.
 3. Project Data and Samples: Submit new datum and samples as required for initial submittal.
 4. Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by A/E have been taken into account. In the event that more than one (1) resubmission is required because of failure of Contractor to account for exceptions previously noted, Contractor shall reimburse the Owner for the charges of the A/E for review of the additional resubmissions.
 5. Any need for more than one (1) resubmission, or any other delay in obtaining A/E's review of submittals, will not entitle Contractor an extension of the Contract Time unless delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure of A/E to return any submittal within a reasonable time after its receipt in A/E's office.
 6. When the drawings and data are returned marked SUBMIT SPECIFIED ITEM the Contractor shall do so. When the drawings and data are returned marked REVISE AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by the A/E and the required number of corrected copies (or one corrected reproducible copy) resubmitted.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals that are marked with approval notation from A/E's action stamp.
- J. The A/E will not make color and material selections on single products submitted for review but will make all color and material selections at one time after he has received all items that require a color and material selection. Samples that require a color and material selection shall be submitted to the A/E as soon as possible so that he, together with the owner, may coordinate all colors and materials of the entire building at one time.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Action Submittals: Submit five (5) paper copies of each submittal, unless otherwise indicated. A/E will return two (2) copies.
 2. Informational Submittals: Submit two (2) paper copies of each submittal, unless otherwise indicated. A/E will not return copies.
 3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 1 Section "Closeout Procedures."
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 1. Provide a notarized statement on original paper copy certificates and certifications where indicated.
 5. Test and Inspection Reports Submittals: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 1. Manufacturer's catalog cuts.
 2. Manufacturer's product specifications.
 3. Standard color charts, unless otherwise specified.
 4. Statement of compliance with specified referenced standards.
 5. Testing by recognized testing agency.
 6. Application of testing agency labels and seals.
 7. Notation of coordination requirements.
 8. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 1. Wiring diagrams showing factory-installed wiring.
 2. Printed performance curves.
 3. Operational range diagrams.
 4. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 1. PDF electronic file.

2. Five (5) paper copies of Product Data, unless otherwise indicated. A/E will return two (2) copies.
- C. Shop Drawings (Action Submittal): Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 1. Identification of products.
 2. Schedules.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Relationship and attachment to adjoining construction clearly indicated.
 7. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).
 3. Submit Shop Drawings in the following format:
 1. Five (5) opaque copies of each submittal. A/E will retain two (2) copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 1. Generic description of Sample.
 2. Product name and name of manufacturer.
 3. Sample source.
 4. Number and title of applicable Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 1. Number of Samples: Submit one (1) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. A/E will return submittal without options selected. Once all submittals requiring color/material selections are submitted, the A/E will make selections per Owners approval. Upon Owners approval A/E will provide a finish selection schedule to Contractor indicating selected finishes.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for

use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

1. Number of Samples: Submit one (1) set of Samples. A/E will retain one (1) Sample set when deemed necessary, until the completion of construction. Contractor must indicate if sample needs to be returned prior to construction completion.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.
- E. Contractor's Construction Schedule: Comply with requirements specified.
- F. Application for Payment: Comply with requirements specified in General Conditions and Division 1 Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements specified in General Conditions and Division 1 Section "Payment Procedures."
- H. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Research Reports: Submit written evidence that product complies with the current version of International Building Code. Include the following information:
 1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- L. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
- M. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

- O. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. Maintenance Data: Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
- Q. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to A/E.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- C. Design professional must be licensed in the State of Louisiana.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to A/E.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 1 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 A/E'S ACTION

- A. General: A/E will not review submittals that do not bear Contractor's approval stamp and will return them without action. Additionally, if during review the A/E determines that the Contractor has not sufficiently reviewed the submittal the A/E shall return the submittal to the Contractor without any action for a more complete and adequate review by the Contractor.

- B. Shop Drawings (Action Submittals): A/E will review each submittal for general compliance, and return it. A/E will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
 - 1. Review submittals with reasonable promptness.
 - 2. Review for a design concept of project and information given in Contract Documents.
 - 3. Review of a separate item does not constitute review of an assembly in which the item functions.
 - 4. Affix stamp and initials or signature certifying to review of submittal.
 - 5. Return reproducible Shop Drawings and other submittals to Contractor for distribution, or for resubmission. Contractor is responsible for obtaining the number of opaque prints from the reproducible shop drawing as necessary for distribution.
 - 6. The Design Professional shall review Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Design Professional, but only for the limited purpose of checking for conformance with the design conception and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Design Professional's review shall be conducted with reasonable promptness while allowing sufficient time in the Design Professional's judgement to permit an adequate review. Review of a specific item shall not indicate that the Design Professional has reviewed the entire assembly of which the item is a component. The Design Professional shall not be responsible for any deviations of the contract documents not brought to the attention of the Design Professional in writing by the Contractor. The Design Professional shall not be required to review partial submissions or those for which submissions or correlated items have not been received.

- C. Informational Submittals: A/E will review each submittal and will not return it, or will return it if it does not comply with requirements. A/E will forward each submittal to appropriate party.

- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from A/E.

- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

* * *



SUBMITTAL TRANSMITTAL

Project: _____ Date: _____
A/E Project Number: _____

TRANSMITTAL To (Contractor): _____ Date: _____ Submittal No. _____
A From (Subcontractor): _____ By: _____ [] Resubmission

Table with 4 columns: Qty., Reference / Number, Title / Description / Manufacturer, Spec. Section Title and Paragraph / Drawing Detail Reference

- [] Submitted for review and approval
[] Resubmitted for review and approval
[] Complies with contract requirements
[] Will be available to meet construction schedule
[] A/E review time included in construction schedule
[] Substitution involved - Substitution request attached
[] If substitution involved, submission includes point-by-point comparative data or preliminary details
[] Items included in submission will be ordered immediately upon receipt of approval

Other remarks on above submission: [] One copy retained by sender

TRANSMITTAL To (A/E): _____ Attn: _____ Date Rec'd by Contractor: _____
B From (Contractor): _____ By: _____ Date Trnsmt'd by Contractor: _____

- [] Approved [] Revise / Resubmit
[] Approved as noted [] Rejected / Resubmit

Other remarks on above submission: [] One copy retained by sender

TRANSMITTAL To (Contractor): _____ Attn: _____ Date Rec'd by A/E: _____
C From (A/E): _____ [] Other By: _____ Date Trnsmt'd by A/E: _____

- [] Approved [] Provide file copy with corrections identified
[] Approved as noted [] Sepia copies only returned
[] Not subject to review [] Point-by-point comparative data required to complete approval process
[] No action required [] Submission Incomplete / Resubmit
[] Revise / Resubmit
[] Rejected / Resubmit

Other remarks on above submission: [] One copy retained by sender

TRANSMITTAL To (Subcontractor): _____ Attn: _____ Date Rec'd by Contractor: _____
D From (Contractor): _____ By: _____ Date Trnsmt'd by Contractor: _____

Copies: [] Owner [] Consultants [] _____ [] _____ [] _____ [] One copy retained by sender

SECTION 01340: SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section. No requirements of the Supplementary or Special Conditions shall be superseded by this Section but format of submittals shall be as follows.
- 1.2 General:
- A. Submit, to the A/E, shop drawings, project data, and samples required by specification sections.
 - B. Prepare and submit, with Construction Schedule, a separate schedule listing dates for submission and date reviewed shop drawings, project data, and samples will be needed for each product.
- 1.3 Shop Drawings: Original drawings, prepared by Contractor, Subcontractor, Supplier, or Distributor, which illustrate some portion of the Work; showing fabrication, layout, setting, or erection details.
- A. Prepared by a qualified detailer.
 - B. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
 - C. Maximum Sheet Size: 24" x 36".
 - D. Submit three (3) copies of each submittal.
- 1.4 Manufacturer's Literature, Project Data:
- A. Manufacturer's standard schematic drawings.
 - 1. Modify drawings to delete information to provide additional information applicable to project.
 - 2. Supplement standard information to provide additional information applicable to project.
 - B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.
 - 1. Clearly mark each copy to identify pertinent materials, products, or models.
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.
 - 4. Show wiring diagrams and control.
- 1.5 Samples: Physical examples to illustrate materials, equipment, or workmanship, and to establish standards by which completed work is judged.
- A. Office samples: Of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of product or material, with integrally related parts and attachment devices.
 - 2. Full range of color samples.
 - B. Field Samples and Mock-Ups.
 - 1. Erect at project site at location acceptable to A/E.

2. Construct each sample or mock-up complete, including work of all trades required in finished work.

1.6 Contractor Responsibilities:

- A. Contractor shall submit a schedule of the submittals needed prior to construction.
- B. Contractor shall review each submittal, project data, and samples and verify in writing to the A/E that each submittal conforms with the contract documents prior to submitting. Contractor shall list any deviations from that specified and in addition, shall cause a specific notation to be made on each shop drawing and sample submitted to the A/E for review and approval of each such variation.
- C. Verify field measurements, field construction criteria, catalog numbers, and similar data.
- D. Coordinate each submittal with requirements of Work and of Contract Documents.
- E. Contractor's responsibility for errors and omissions in submittals is not relieved by A/E's review of submittals.
- F. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by A/E's review of submittals, unless A/E gives written acceptance of specific deviations.
- G. Begin no work which requires submittals until return of submittals with A/E's stamp and initials or signature indicating review.
- H. After A/E's review, distribute copies.
- I. Contractor shall direct specific attention, in writing, to the A/E of the failure to receive reviewed submittals after a reasonable time and shall denote consequences of an excessive review period with regard to the progress of work.

1.7 Submission Requirement:

- A. Schedule submissions at least 21 days before dates reviewed submittals will be needed.
- B. Shop Drawings: Submit three (3) of each submittal.
- C. Manufacturer's Literature: Number of copies of Project Datum which Contractor requires for distribution plus 2 copies which will be retained by A/E, plus one (1) copy retained by the Consulting A/E for mechanical or electrical submittals.
- D. Submit number of Samples specified in each of specification sections.
- E. Accompany submittals with transmittal letter containing: date; project title and number; Contractor's name and address; the number of each Shop Drawings, Project Datum, and Sample submitted; notification of deviations from Contract Documents; other pertinent data.
- F. Submittals shall include:
 1. Date and revision dates.
 2. Project title, A/E Project number, and Owner's Project number, if any.

3. The names of: A/E; Contractor; Subcontractor; Supplier; Manufacturer.
4. Identification of product or material.
5. Relation to adjacent structure or materials.
6. Field dimensions, clearly identified as such.
7. Applicable standards, such as ASTM number or Federal Specification.
8. A blank space, 8" x 8" for the A/E's stamp.
9. Identification of deviations from Contract Documents.
10. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements, and compliance with Contract Documents.
11. Applicable standards, such as ASTM number or Federal Specification number.

1.8 Resubmission Requirements:

- A. Shop Drawings: Revise initial drawings as required and resubmit as specified for initial submittal. Indicate on drawings any changes which have been made other than those requested by A/E.
- B. Project Data and Samples: Submit new datum and samples as required for initial submittal.
- C. Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by A/E have been taken into account. In the event that more than one resubmission is required because of failure of Contractor to account for exceptions previously noted, Contractor shall reimburse Owner for the charges of A/E for review of the additional resubmissions.
- D. Any need for more than one resubmission, or any other delay in obtaining A/E's review of submittals, will not entitle Contractor an extension of the Contract Time unless delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure of A/E to return any submittal within a reasonable time after its receipt in A/E's office.
- E. When the drawings and data are returned marked SUBMIT SPECIFIED ITEM the Contractor shall do so. When the drawings and data are returned marked REVISE AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by the A/E and nine corrected copies (or one corrected reproducible copy) resubmitted.

1.9 Distribution of Submittals after Review:

- A. Distribute copies of Shop Drawings and Project Datum which carry A/E stamp to:
 1. Contractor's file
 2. Job site file
 3. Record Documents file
 4. Subcontractors

- 5. Supplier or fabricator
- 6. Other affected Contractors
- B. Distribute samples as directed.

1.10

A/E's Duties:

- A. Review submittals with reasonable promptness.
- B. Review for design concept of project and information given in Contract Documents.
- C. Review of separate item does not constitute review of an assembly in which item functions.
- D. Affix stamp and initials or signature certifying to review of submittal.
- E. Return sepia of Shop Drawings and other submittals to Contractor for distribution, or for resubmission. Contractor is responsible obtaining number of opaque prints from sepia necessary for distribution.
- F. The Design Professional shall review Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Design Professional, but only for the limited purpose of checking for conformance with the design conception and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Design Professional's review shall be conducted with reasonable promptness while allowing sufficient time in the Design Professional's judgement to permit adequate review. Review of a specific item shall not indicate that the Design Professional has reviewed the entire assembly of which the item is a component. The Design Professional shall not be responsible for any deviations for the contract documents not brought to the attention of the Design Professional in writing by the Contractor. The Design Professional shall not be required to review partial submissions or those for which submissions or correlated items have not been received.

* * *

SECTION 01410: TESTING LABORATORY SERVICES

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: This section covers the requirements of obtaining and payment or testing laboratory services.
- 1.3 Selection and Payment: The Owner shall contract and pay for the services of an independent testing laboratory to perform inspection and tests of materials and construction as defined in the Conditions of the Contract.
- 1.4 Contractor's Responsibilities:
- A. Cooperate with laboratory personnel, provide access to Work.
 - B. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory. Material supplier shall provide laboratory with field mix data for each delivery.
 - C. Make available, without cost, samples of all materials to be tested in accordance with applicable standard specifications.
 - D. Furnish such nominal labor and sheltered working space as is necessary to obtain samples at the Project.
 - E. Advise the laboratory of the identity of materials sources and instruct the suppliers to allow tests or inspections by the laboratory.
 - F. Notify the laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel.
 - G. Notify the laboratory sufficiently in advance of cancellation of required testing operations. The Contractor shall be responsible to the laboratory for charges due to failure to notify if requirements for testing are canceled.
 - H. Make arrangements with laboratory and pay for additional samples and tests required for Contractor's convenience.
 - I. Contractor shall pay all fees and charges, including any additional design services required, incurred for retesting due to failure of initial test or other deficiencies that are the contractor's responsibility.
- 1.5 Test Methods: Tests and inspections shall be conducted in accordance with the latest standards of ASTM or other recognized authorities.
- 1.6 Test Reports: The laboratory shall promptly submit written reports of each test and inspection made to the Owner, A/E, Contractor, and to such other parties as the Owner may specify.

1.7

Extent of Laboratory Tests and Inspections: The A/E will recommend to the Owner the type and number of tests to be performed on the Project. The Contractor will be advised of the number and type of tests to be performed by the testing laboratory.

* * *

SECTION 01500: TEMPORARY FACILITIES

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General:
- A. Comply with Federal, State, and Local codes and regulations.
 - B. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
- 1.3 Temporary Field Office: Contractor shall provide and maintain a suitable temporary field office at the project site for his own use and for the use of representatives of the Owner and A/E. Provide the office with adequate heat, electric lighting, file racks for storage of drawings, and a counter top for drawing references. Locate office where indicated or directed and remove when Work is completed.
- 1.4 Temporary Sheds: Contractor shall provide and maintain additional offices, storage sheds, and other temporary buildings or trailers as required. Location of sheds and trailers shall be approved by Owner and A/E. Remove sheds when Work is completed, or as directed.
- 1.5 Temporary Water: Make connections to existing facilities, provide water for construction purposes; Owner will pay costs of water used. Coordinate use of existing facilities with Owner's representative.
- 1.6 Temporary Sanitary Facilities: Contractor shall provide and maintain adequate number of temporary toilets with proper enclosures as necessary for use of workmen during construction. Keep toilets clean and comply with all local and state health requirements and sanitary regulations. Toilet facilities shall consist of the prefabricated chemical type. Temporary privies shall not be used unless approved by the A/E and local health authorities.
- 1.7 Temporary Electricity and Lighting:
- A. Comply with National Electric Code.
 - B. Provide connections to existing facilities, size to provide service required for power and lighting; Owner will pay the costs of power used. Coordinate use of existing facilities with Owner's representative.

- C. Install circuit and branch wiring so that power and lighting is available throughout the construction by the use of construction-type power cords.
- D. Provide adequate artificial lighting for all areas of work when natural light is not adequate for Work, and for areas accessible to the public.

1.8 Temporary Telephone Service:

- A. Contractor shall arrange for temporary telephone service. Limited use of Owners existing telephone may be acceptable subject to approval to Owner.
- B. In the event Contractor uses owners telephone service, Owner will pay all service charges for local calls. Toll charges shall be paid by the party who places the call.

1.9 Temporary Heat and Ventilation:

- A. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials and finished from damage due to temperature or humidity.
- B. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.
- C. Portable heaters shall be standard approved units complete with controls.
- D. Pay all costs of installation, maintenance, operation and removal, and for fuel consumed.
- E. Contractor clean or replace filters of existing system/s serving areas adjacent to new Work during construction and at completion of Project.

1.10 Temporary Access:

- A. Do not disturb any lawn areas. Construct and maintain in good, usable condition required temporary access and appurtenances; when no longer required, remove temporary construction.

1.11 Job Sign:

- A. Construct and maintain job sign as detailed herein; painted by professional sign painter. All lumber shall be treated pine. Signs shall be 3/4 inch thick exterior grade plywood with "B" or better face.
- B. At his option, Contractor may provide and maintain a separate sign, approved by the A/E, for listing of subcontractors. If approved, paint (by professional) in identical colors as project sign.
- C. Do not allow other signs or advertisements at or near the project site.

1.12

Removal:

- A. Completely remove temporary materials and equipment when their use is no longer required. Clean and repair damage caused by temporary installations or use of temporary facilities.
- B. Restore existing facilities used for temporary services to specified, or to original, condition.
- C. Restore any permanent facilities used for temporary services to specified condition. Prior to final inspection, remove temporary lamps and install new lamps.

* * *

SECTION 01530: TEMPORARY FENCING

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.

- 1.2 General:
 - A. Comply with Federal, State, and Local codes and regulations and with utility company requirements.
 - B. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

- 1.3 Job Conditions:
 - A. Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
 - B. Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.

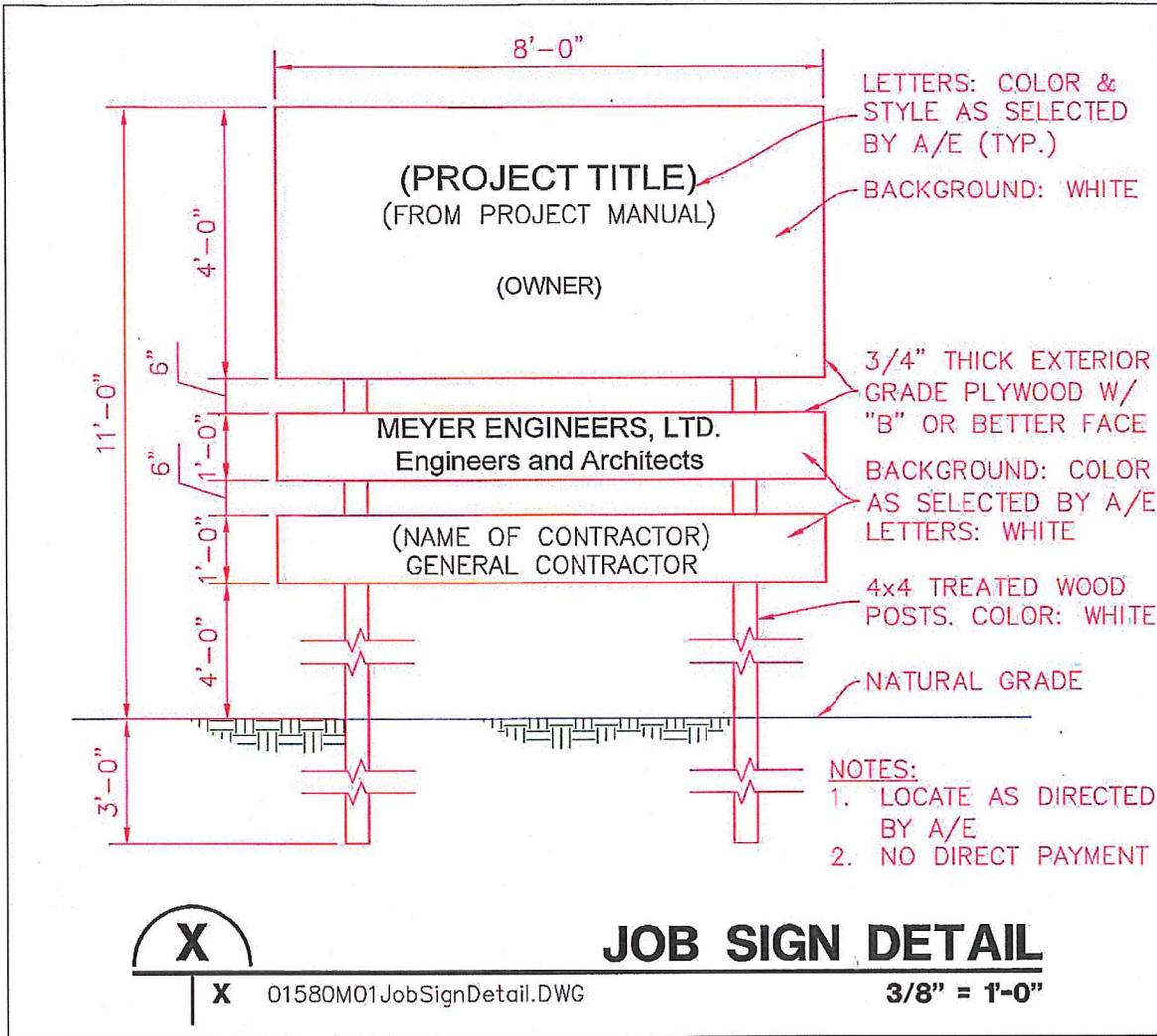
- 1.4 Temporary Fencing:
 - A. Contractor shall provide temporary fencing for the duration of the project. Do not remove temporary fencing until project is complete.
 - B. Construct and maintain fencing and barricades sufficient to prevent injury to persons and damage to property in accordance with all safety laws and requirements.
 - C. Cover trenches and holes when not in use.
 - D. Provide facilities to exclude unauthorized visitors from the site. Provide personal safety equipment such as hard hats for authorized visitors.

- 1.5 Removal:
 - A. Completely remove temporary materials/equipment when their use is no longer required. Clean/repair damage caused by temporary installations or use of temporary facilities.
 - B. Restore existing facilities used for temporary services to specified, or to original condition.
 - C. Restore any permanent facilities used for temporary services to specified condition.

* * *

SECTION 01580: JOB SIGN

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General:
- A. Comply with Federal, State, and Local codes and regulations and with utility company requirements.
 - B. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
- 1.3 Job Conditions: Install, maintain and protect sign in a manner and at location which will be safe, non-hazardous, and protective of persons and property, and free of deleterious effects.
- 1.4 Job Sign:
- A. Construct and maintain job sign as detailed. All lumber shall be treated pine. Signs shall be 3/4 inch thick exterior grade plywood with "B" or better face.
 - B. See Project Manual Title Sheet for text of Project Title and Owner's Name(s). Consult A/E for specific requirements within seven (7) days of execution of contract.
 - C. Submit a layout of the sign for review and approval prior to fabrication.
 - D. Locate one (1) job sign where directed by A/E at the site.
 - E. Lettering and layout on sign shall be done by a professional sign painter. (Helvetica Style). Vinyl graphics are acceptable.
 - F. 4 x 4 Treated Pine Posts. Brace as required.
 - G. Job Sign shall be painted with first coat primer, with second and third coats exterior semi-gloss enamel, as per Painting Specification Section. Colors as selected by A/E.
 - H. Job Sign shall be erected within two weeks of Notice to Proceed and shall be maintained through duration of project.
 - I. At his option, Contractor may provide and maintain a separate job sign, approved by the A/E, for listing of subcontractors. If approved, paint by professional sign painter in identical colors as project sign.
 - J. Do not allow other signs or advertisements at or near the project site.
- 1.5 Removal:
- A. Completely remove temporary materials and equipment at completion of job or when notified by A/E. Clean and repair damage caused by temporary installations or use of temporary facilities.
 - B. Restore existing facilities used for temporary services to specified, or to original condition.
 - C. Restore any permanent facilities used for temporary services to specified condition.



SECTION 01635 - SUBSTITUTION PROCEDURES

PART 1: GENERAL

- 1.1 Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- 1.2 Summary:
- A. Section includes administrative and procedural requirements for substitutions.
 - B. Related Sections:
 - 1. Division 1 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 2. Division 2 through 16 sections for specific requirements and limitations for substitutions.
- 1.3 Definitions:
- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.
- 1.4 Submittals:
- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use copy of form provided in the Project Manual.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable. The burden of proof of the merit of the proposed substitute is upon the proposers.
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison (point by point) of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as

performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- 1) Detailed comparison (point by point) must be included in all substitution request documentation submitted for review by the A/E.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of A/Es and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect and indicated UL or documented testing methods.
 - j. Construction Schedule (After Contract Execution): Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Construction Schedule (After Contract Execution): Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. A/E's Action:
- a. Prior to the Bid Date: If necessary, A/E will request additional information or documentation for evaluation within seven (7) working days of receipt of a request for substitution. Prior to the bid date the A/E will notify the contractor/supplier of acceptance or rejection of proposed substitution within three (3) working days of the bid date.

- 1) Forms of Acceptance: Signed "Contractor/Supplier Substitution Required Form, Addendum, Change Order, Construction Change Directive, or A/E's supplementary instructions for minor changes in the work.
 - 2) Use product specified if A/E does not issue a decision on use of a proposed substitution within time allocated.
 - 3) The A/E's decision of approval or disapproval will be final.
- b. After Contract Execution: A/E will notify Contractor of acceptance or rejection of proposed substitution during construction within fifteen (15) working days of receipt of request, or seven (7) working days of receipt of additional information or documentation, whichever is later.
- 1) Forms of Acceptance: Signed "Contractor/Supplier Substitution Required Form, Addendum, Change Order, Construction Change Directive, or A/E's supplementary instructions for minor changes in the work.
 - 2) Use product specified if A/E does not issue a decision on use of a proposed substitution within time allocated.
 - 3) The A/E's decision of approval or disapproval will be final.

1.5

Quality Assurance

- A. The contractor represents that he has personally investigated the proposed substitution and determined that it is equal or superior in all respects to that specified.
- B. The contractor represents that he will provide the same warranty for the substitution that he would for that specified.
- C. The contractor certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and any additional A/E redesign costs, as well as waives all claims for additional costs related to the substitution which subsequently become apparent.
- D. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.
- E. Bidders/Contractor is advised that any acceptable substitution that requires a change or modifications to other parts of the project shall be his responsibility including any additional cost required thereof. Any cost associated for other parts of the projects due to a substitution shall be the responsibility of the Contractor.

1.6

Procedures: Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2: PRODUCTS

2.1 Substitutions – Pre-Bid

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than seven (7) working days prior to date for receipt of bids.

1. Conditions: A/E will consider Supplier's / Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without action, except to record noncompliance with these requirements:

- a. Request submitted through a general contractor that has picked up a complete set of bidding documents for the project. Substitutions by a sub-contractor, material supplier, manufacturer's representative, etc. not submitted through a general contractor will be returned without action.
- b. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- c. Substitution request is fully documented as outlined under submittals and properly submitted on required form.
- d. Requested substitution is compatible with other portions of the Work.
- e. Requested substitution provides specified warranty.

B. Substitutions for Convenience: A/E will consider requests for substitution if received within seven (7) working days prior to date for receipt of bids. Requests received after that time will be rejected.

1. Conditions: A/E will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without action, except to record noncompliance with these requirements:

- a. Request submitted through a general contractor that has picked up a complete set of bidding documents for the project. Substitutions by a sub-contractor, material supplier, manufacturer's representative, etc. not submitted through a general contractor will be returned without action.
- b. Requested substitution does not require extensive revisions to the Contract Documents.
- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- d. Substitution request is fully documented as outlined under submittals and properly submitted on required form.
- e. Requested substitution is compatible with other portions of the Work.
- f. Requested substitution provides specified warranty.

2.2

Substitutions – After Contract Execution

- A. In the interest of keeping the project on schedule, the A/E will not continuously and exhaustively review proposed substitutes for each specification section. The A/E will review **only one (1)** proposed substitution per product per specification section. If that proposed substitution is rejected for any reason, the contractor shall use the product specified.
- B. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
1. A/E will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without any action, except to record noncompliance with these requirements.
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented as outlined under submittals herein and properly submitted on required form.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approval of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- C. Substitutions for Convenience: A/E will consider requests for substitution.
1. Conditions: A/E will consider the Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without action, except to record noncompliance with these requirements.
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to A/E for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented as outlined under submittals and properly submitted on the required form.

- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

* * *

**CONTRACTOR / SUPPLIER
SUBSTITUTION
REQUEST FORM**

(Section to be completed by Contractor / Supplier)

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____ Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No.: _____
Installer: _____ Address: _____ Phone: _____
History: New product 2-5 years old 5-10 yrs old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached - **REQUIRED BY A/E**

Reason for substitution request: _____

Similar Installation:
Project: _____ Architect: _____
Address: _____ Owner: _____
_____ Date Installed: _____

Proposed substitution affects other parts of Work: No Yes; explain _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

**CONTRACTOR / SUPPLIER
SUBSTITUTION
REQUEST FORM
(Continued)**

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Attachments: _____

SECTION TO BE COMPLETED BY A/E:

A/E's REVIEW AND ACTION

- Substitution approved - Provided all Contract Documents requirements are met.
- Substitution approved as noted.
- Substitution rejected - Does not meet Contract Documents - Use specified materials.
- Substitution Request received too late – Not Approved. Received less than seven (7) working days prior to Bid Date. Insufficient time in accordance with R.S. 38:2295.
- Substitution rejected – Insufficient information submitted to make determination.
 - Submit model or catalog numbers.
 - Submit information following Specification format in enough detail to make comparison to product specified.

Signed by: _____ Date: _____

Additional Comments: _____

SECTION 01700: CONTRACT CLOSEOUT

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.
- 1.3 Substantial Completion:
- A. When Contractor considers the Work substantially complete, he shall submit to A/E written notice that the Work, or designated portion thereof, is substantially complete, and a list of items to be completed or corrected. This can be a joint list, but must have cost with mobilization, overhead and profit. This "Costed Punch List" is withheld from the Contractor's final check until the work is complete.
 - B. Within a reasonable time after receipt of such notice, A/E will determine the status of completion.
 - C. Should A/E determine that the Work is not substantially complete:
 - 1. A/E will promptly notify the Contractor in writing, giving the reasons therefore.
 - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the A/E.
 - 3. A/E will reinspect the Work.
 - D. When A/E concurs that the Work is substantially complete, he will recommend acceptance of the work to the Owner and if required for acceptance he will:
 - 1. Prepare a Certificate of Substantial Completion accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the A/E.
 - 2. Submit the Certificate to Owner and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
 - 3. Request the Contractor to make closeout submittals.
- 1.4 Final Inspection:
- A. When Contractor considers the Work is complete, he shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in presence of the Owner's representative and are operational.
 - 5. Work is completed and ready for final inspection.

6. As-Builts are completed and submitted to A/E for acceptance.
- B. A/E will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should A/E consider that the Work is incomplete or defective:
 1. A/E will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to A/E that the Work is complete.
 3. A/E will reinspect the Work.
- D. When the A/E concurs that the Work is complete, he will request the Contractor to make closeout submittals.

- 1.5 Reinspection Fees: Should A/E perform reinspection due to failure of the Work to comply with the claims of status of completion made by the Contractor:
- A. Owner will compensate A/E for such additional services.
 - B. Owner will deduct the amount of such compensation from the final payment to the Contractor.

- 1.6 Contractor's Closeout Submittals to A/E:
- A. Evidence of compliance with requirements of governing authorities and all Certificates of Inspection.
 - B. Project Record Documents: To requirements of General Conditions.
 - C. Warranties and Bonds: To requirements of Specification Sections.
 - D. Maintenance Materials: To the requirements of Specifications Sections.
 - E. Evidence of Payment and Release of Liens: To requirements stated in the Conditions of the Contract.

- 1.7 Final Adjustment of Accounts:
- A. Submit a final statement of accounting to the A/E.
 - B. The Statement shall reflect all adjustments to the Contract Sum:
 1. The Original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Unit Prices.
 - c. Deductions for uncorrected Work.
 - d. Deductions for liquidated damages.
 - e. Deductions for reinspection payments.
 - f. Other adjustments.
 3. Total Contract Sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
 - C. A/E will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.8 Final Application for Payment: Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

1.9 Post-Construction Inspection:

- A. Prior to expiration of one year from date of Acceptance, A/E will make visual inspection of Project in company with Owner and Contractor to determine whether correction of Work is required, in accordance with provisions of the Conditions of the Contract.
- B. For guarantees and warranties beyond one year, A/E will make inspections at request of Owner, after notification to Contractor. A/E will promptly notify Contractor of any observed deficiencies.

* * *

SECTION 01710: CLEANING

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: Execute cleaning, during progress of the Work, and at completion of the Work and as required by Conditions of the Contract. For cleaning for specific Products or work, see the Specification Section for that work.
- 1.3 Disposal Requirements: Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2: PRODUCTS

- 2.1 Materials:
- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
 - B. Use only cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
 - C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3: EXECUTION

- 3.1 During Construction:
- A. Execute periodic cleaning to keep the Work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations.
 - B. Provide on-site containers for the collection of waste materials, debris, and rubbish.
 - C. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
- 3.2 Dust Control: Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.
- 3.3 Final Cleaning:
- A. Employ skilled workmen for final cleaning.
 - B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
 - C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

- D. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire Work is clean.

* * *

SECTION 01720: PROJECT RECORD DOCUMENTS

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General: Maintenance of Documents:
- A. Maintain at job site one copy of: Contract Drawings; Specifications; Addenda; Reviewed Shop Drawings; Change Orders; Other Modifications to Contract; Field Test Records. Also keep Louisiana State Fire Marshall's approved contract documents in temporary field office; documents furnished to Contractor by A/E or Owner.
 - B. Store documents in temporary field office, apart from documents used for construction.
 - C. Provide files and racks for storage of documents.
 - D. Maintain documents in clean, dry, legible condition.
 - E. Do not use record documents for construction purposes.
 - F. Make documents available at all times for inspection by A/E and Owner.
- 1.3 Marking Devices: Provide felt waterproof marking pens for all markings.
- 1.4 Recording:
- A. Label each document "PROJECT RECORD" in printed letters.
 - B. Keep record documents current.
 - C. Do not permanently conceal any work until required information has been recorded.
 - D. Project Record Drawings: Legibly mark Contract Drawings to record actual construction:
 - 1. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements. Locate underground bends, cleanouts, connections, branches, valves, cut-offs or stops, end of sewers, etc. by offset distances from buildings only. Note all invert elevations of the storm and sanitary sewer systems.
 - 2. Location of new and/or relocated internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by Change Order or Field Order.
 - 5. Details not on original Contract Drawings.
 - E. Specifications and Addenda: Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Change Order or Field Order.

- F. Shop Drawings: Maintain as record documents; legibly annotate drawings to record any changes made after review.

1.5

Submittal:

- A. Prior to each pay request, present project record documents for review by A/E. Documents shall be annotated as required herein to include those portions of work of which payment is requested. Failure to have properly maintained Project Documents will be considered as incomplete work.
- B. At Contract close-out, deliver record documents to A/E. Provide 2 copies of the Project Record Drawings; 1 copy of other required record documents.
- C. Accompany submittal with transmittal letter containing:
 - 1. Date
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each record document.
 - 5. Signature of Contractor or his authorized representative.

* * *

SECTION 01730: OPERATING AND MAINTENANCE DATA

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General:
- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.
 - B. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.
- 1.3 Quality Assurance: Preparation of data shall be done by personnel trained and experienced in maintenance of products and in the operation of equipment and systems.
- 1.4 Form of Submittals:
- A. Prepare data in the form of an instructional manual for use by Owner's personnel.
 - B. Format:
 - 1. Size: 8 1/2 inches x 11 inches.
 - 2. Paper: White, for typed pages.
 - 3. Text: Manufacturer's printed data, or neatly typewritten.
 - 4. Drawings: Provide reinforced punched binder tab, bind in with text. Fold larger drawings to the size of the text pages.
 - 5. Provide fly-leaf for each separate product, or each piece of operating equipment. Provide typed description of product; and major component parts of equipment. Provide indexed tabs.
 - 6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List title of Project, identity of separate structure as applicable, identity of general subject matter covered in the manual.
 - C. Binders: Commercial quality three-ring binders with durable and cleanable plastic covers. When multiple binders are used, correlate the data into related consistent groupings.
- 1.5 Contents of Manual:
- A. Neatly typewritten table of contents for each volume, arranged in a systematic order.
 - 1. Contractor, name of responsible principal, address, and telephone number.
 - 2. A list of each product required to be included, indexed to the content of the volume.

3. List, with each product, the name, address, and telephone number of subcontractor or installer, maintenance contractor, as appropriate. Identify the area of responsibility of each and identify the local source of supply for parts replacement.
 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data: Include only those sheets which are pertinent to the specific product. Annotate each sheet to clearly identify the specific product or part installed and the data applicable to the installation. Delete references to inapplicable information.
 - C. Drawings: Supplement product data with drawings as necessary to clearly illustrate relations of component parts of equipment and systems, control and flow diagrams. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation. Do not use Project Record Documents as maintenance drawings.
 - D. Written text, as required to supplement product data for particular installation. Organize in a consistent format under separate headings for different procedures. Provide a logical sequence of instructions for each procedure.
 - E. Provide a copy of each warranty, bond, and service contract issued. Provide information sheet for Owner's personnel, giving proper procedures in the event of failure and instances which might affect the validity of warranties or bonds.

1.6

Manual for Materials and Finishes:

- A. Content, for Architectural Products, Applied Materials, and Finishes:
 1. Manufacturer's data, giving full information on products. Catalog number, size, composition. Color and texture designations. Information required for re-ordering special manufactured products.
 2. Instructions for Care and Maintenance: Manufacturer's recommendation for types of cleaning agents and methods. Cautions against cleaning agents and methods which are detrimental to the product. Recommended schedule for cleaning and maintenance.
- B. Provide complete information for products specified in the respective sections of Specifications.

1.7

Manual for Equipment and Systems:

- A. Content, for Each Unit of Equipment and Systems (as appropriate):
 1. Description of Unit and Component Parts: Function, normal operating characteristics, and limiting conditions. Performance curves, engineering data, and tests. Complete nomenclature and commercial number of all replaceable parts.

2. Operating Procedures: Start-up, break-in, routine, and normal operating instructions. Regulation, control, stopping, shut-down, and emergency instructions. Summer and winter operating instructions. Special operating instructions.
 3. Maintenance Procedures: Routine operations. Guide to "trouble-shooting". Disassembly, repair, and reassembly. Alignment, adjusting, and checking.
 4. Servicing and lubrication schedule. List of lubricants required.
 5. Manufacturer's printed operating and maintenance instructions. Original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
 6. As-installed control diagrams and description of sequence of operation by controls manufacturer.
 7. Each contractor's coordination drawings and as-installed color coded piping diagrams.
 8. Charts of valve tag numbers, with the location and function of each valve.
 9. Other data as required under pertinent sections of Specifications.
- B. Content, for Each Electric and Electronic System (as appropriate):
1. Operating characteristics, and limiting conditions. Performance curves, engineering data, and tests. Complete nomenclature and commercial number of replaceable parts.
 2. Circuit directories of panelboards. Electrical service. Controls. Communications.
 3. As-installed color coded wiring diagrams.
 4. Operating Procedures: Routine and normal operating instructions. Sequences required. Special operating instructions.
 5. Maintenance Procedures: Routine operations. Guide to "trouble-shooting". Disassembly, repair, and reassembly. Adjustment and checking.
 6. Manufacturer's printed operating maintenance instructions.
 7. Other data as required under pertinent sections of Specifications.
- C. Prepare and include additional data when the need for each data becomes apparent during instruction of Owner's personnel.
- D. Provide complete information for products specified in the respective section of Specifications.

1.8

Submittal Schedule:

- A. Submit one copy of preliminary draft of proposed format and outline of contents prior to start of work. A/E will review draft and return copy with comments.

- B. Submit one copy of completed data in final form 15 days prior to anticipated date of Substantial Completion. Copy will be returned with comments.
- C. Submit three copies of approved data in final form at Contract Closeout.

1.9

Instruction of Owner's Personnel:

- A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment, and maintenance of all products, equipment, and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

* * *

SECTION 01740: WARRANTIES AND BONDS

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 General:
- A. Compile specified warranties, bonds, and service and maintenance contracts. Co-execute submittals when so specified.
 - B. Review submittals to verify compliance with Contract Documents.
 - C. Submit to A/E for review and transmittal to Owner.
- 1.3 Submittal Requirements:
- A. Assemble warranties, bonds, and maintenance manuals, executed by each of the respective manufacturers, suppliers, and subcontractors.
 - B. Number of original signed copies required: Two each.
 - C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address, and telephone number.
 - 3. Scope.
 - 4. Date of beginning and duration of warranty, bond, or service and maintenance contract.
 - 5. Provide information for Owner's personnel giving proper procedure in case of failure and instances which might affect the validity of warranty or bond.
 - 6. Contractor, name of responsible principal, address, and telephone number.
- 1.4 Form of Submittals:
- A. Prepare in duplicate packets.
 - B. Format:
 - 1. Size 8 1/2 inches x 11 inches, punch sheets for 3-ring binder. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List title of Project and name of Contractor.
 - C. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.
- 1.5 Time of Submittals
- A. Make submittals at Contract close-out, prior to final request for payment.
 - B. For items of Work where acceptance is delayed beyond the Date of Project Acceptance, provide updated submittal within ten days after acceptance of the delayed items of work, listing the date of acceptance of the delayed items of work as the start of the warranty period.

1.6

Submittals Required: Submit warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications.

* * *

SECTION 02070: MINOR DEMOLITION

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work:
- A. Furnish all labor, materials, equipment, and incidentals required for demolition and disposal of existing obstructions to the new work.
 - B. This section also includes complete or partial removal and disposal of specified existing structures, foundations, slabs, mechanical, electrical, and miscellaneous appurtenances encountered during construction operations.
 - C. These specifications shall call attention to certain activities necessary to maintain and facilitate operation during and immediately following construction and do not purport to cover all of the activities necessary.
 - D. Demolition includes: Visit the site and examine all existing conditions as to character and extent of work involved.
- 1.3 Rules and Regulations:
- A. The Building Code of the appropriate governing body shall control the demolition, or alteration of the exiting buildings, or appurtenances.
 - B. No building, structure, or appurtenance, or any part thereof, shall be demolished until an application has been filed by the Contractor with the Building Inspector, and a permit issued. The fee for this permit shall be the Contractor's responsibility.
 - C. The Contractor shall submit sprinkler modification shop drawings to the Louisiana State Fire Marshal's Office for review and acceptance. All fees shall be paid by the contractor.
- 1.4 Traffic and Access:
- A. Conduct demolition and removal operations to ensure minimum interference with roads, streets, walks, both on-site and off-site, and to ensure minimum interference with occupied or used facilities.
 - B. Do not close or obstruct streets, walks, or other coupled or used facilities without permission from the A/E. Provide alternate routes around closed or obstructed traffic access ways.

- 1.5 Protection: Conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, roadways, and other facilities, including persons. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structures to be demolished and adjacent facilities to remain.
- 1.6 Damage: Promptly repair damage caused to adjacent facilities by demolition operations as directed by the A/E at no cost to the Owner.
- 1.7 Utilities:
- A. Maintain existing utilities as directed by the A/E to remain in service and protect against damage during demolition operations.
 - B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the A/E. Provide temporary services during interruptions to existing utilities as acceptable to the A/E.
 - C. The Contractor shall cooperate with the Owner to shut off utilities serving structures of the existing facilities as required by demolition operations.
 - D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance, re-routing, and/or interruption of all public and private utilities or services under the jurisdiction of the utility companies.
 - E. All utilities being abandoned shall be disconnected and terminated at the service mains in conformance with the requirement of the utility companies or the governing body owning or controlling them.
- 1.8 Extermination: If required, before starting demolition, employ a certified rodent and vermin exterminator and treat the facilities in accordance with governing health laws and regulations.
- 1.9 Pollution Control:
- A. For pollution control, use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the condition of work. Comply with the governing regulations.
 - B. Clean adjacent structures and improvements of all dust, dirt, and debris caused by demolition operations as directed by the A/E. Return areas to conditions existing prior to the start of work.

PART 2: PRODUCTS

(NOT USED)

PART 3: EXECUTION

3.1 Exterior Demolition, General:

- A. Keep all through lanes and drives clean and clear at all times.
- B. Conduct operations so as not to interfere with adjacent roads, streets, drives, walks, service lines, lawns, planting, and the like.
- C. Backfill any trenches caused by demolition work.

3.2 Interior Demolition, General:

- A. Do not permit masonry walls or other sections of masonry or other heavy materials to fall on floors of building in masses to exceed safe carrying capacity of floors. Properly protect floors with plywood both sides of a partition to be demolished.
- B. Wherever necessary, shore or brace walls, partitions, or floors of structure being demolished.
- C. Do not cut or remove structural or load-supporting members until all loads carried by members have been removed.

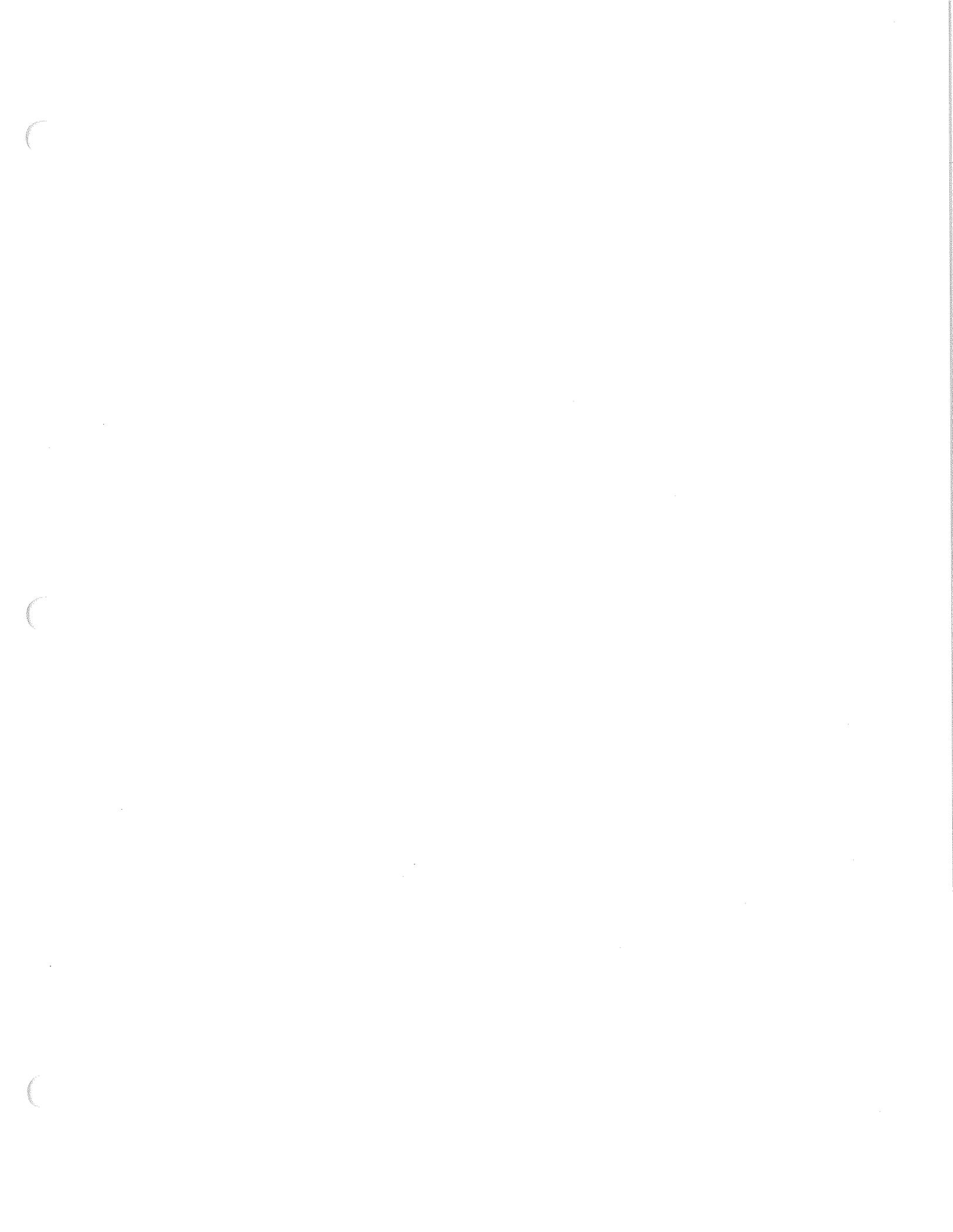
3.3 Disposition of Material and Equipment:

- A. Any equipment and material selected to remain the property of the Owner shall be removed and delivered to a location as designated by the Owner. Material not retained by the Owner shall become the property of the Contractor and shall be removed from the site by him.
- B. Remove demolition debris as soon as practicable. Do not store or burn materials on site.

3.4 Salvage Schedule: Carefully disassemble and turn over to Owner.

- A. Scoreboards

* * *



SECTION 05120: STRUCTURAL STEEL

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of basketball goal, support members, equipment, secondary framing as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 Reference Standards: All structural steel shall conform to the latest revised edition of the "Specifications for the Design", Fabrication and Erection of Structural Steel for Building as adopted by the American Institute of Steel Construction.
- 1.4 Submittals: Submit detailed shop drawings showing the layout, sizes, connections, arrangements, etc. for all structural steel. Submit in accordance with requirements of Division 1.
- 1.5 Storage of Materials: Store steel above ground on suitable supports and keep free of foreign material and corrosion as far as practicable.

PART 2: PRODUCTS

- 2.1 Materials:
- A. Structural Steel, Shapes, Plates, Etc.: ASTM A 36 structural steel.
 - B. Bolts for Structural Steel Connections: ASTM A 325 high strength bolts, except where noted otherwise.
 - C. Welding Electrodes: Grade SAW-1 for submerged arc welding and E70 series electrodes for manual arc welding. All electrodes shall be in accordance with ASTM A 233.
 - D. Primer Paint: Thnemec 99-G, Heavy Duty RIP 0900 by Southern Coating, Industrial H-1010, minimum dry film thickness of 2.4 mils.
- 2.2 Fabrication:
- A. Fabricate structural steel in accordance with AISC Specifications Structural Steel for Buildings and Architecturally Exposed Structural Steel as applicable.

- B. The Drawings show general details of connections including the bolting and/or welding required for such connections. Special connections shall be worked out with the Architect/Engineer. For connections not detailed, the Contractor shall design the beam connection for one half the total load for the given span length tabulated in the tables for "Allowable Loads on Beams," AISC Manual of Steel Construction for the given shapes. All connections shall be in accordance with the latest AISC Specification and subject to A/E's approval.
- C. No splices allowed except where shown on Drawings.
- D. Paint erection marks on all structural members.
- E. Provide all necessary erection clips, angles, seats, etc., to properly erect structural steel.
- F. Welding shall be in accordance with the requirements of the American Welding Society with all possible welding performed in the shop.
- G. Provide one shop coat of primer paint to all structural members, connectors, angles, etc.

PART 3: EXECUTION

- 3.1 Examination: Erector shall verify in writing to A/E that field conditions are acceptable and are ready to receive work. List all discrepancies and non-conforming items found in field. Do not proceed with work affected by these items until directives for corrective actions are issued by the A/E.
- 3.2 Erection of Structural Steel:
 - A. Erect structural steel in accordance with AISC Specifications Structural Steel for Buildings and Architecturally Exposed Structural Steel as applicable.
 - B. Provide the false work, temporary bracing, and all tools, machinery and appliances, including drift pins and fitting-up bolts necessary for the expeditious handling of the work. False work and temporary bracing shall be properly designed and substantially constructed and maintained for the loads which will come upon it and shall remain in place until all permanent bracing is in place, all connections bolted and/or welded and all roof decks placed.
 - C. The structural systems and the individual structural members are designed to be self supporting only after all structural members are connected in place and decks placed. Provide for erection loads, and sufficient temporary bracing to maintain structure safe, plumb, and in true alignment until completion of erection and installation of permanent bracing.
 - D. The correction of minor misfits involving non-harmful amounts of reaming, cutting and chipping will be considered a legitimate part of the erection. However, any error in the shop fabrication or deformation resulting from handling and transportation which prevents the proper assembling and fitting-up of parts by the moderate use of drift pins or by a moderate amount of reaming and slight chipping or

cutting shall be reported immediately to the A/E and approval of the method of correction obtained. The Contractor shall be responsible for all misfits, errors, and injuries and shall make the necessary corrections and replacements.

- E. Erection and handling of all steel shall be performed under the supervision of an experienced skilled foreman.
- F. Position, plumb, and level individual pieces of structural steel so as not to have an error exceeding 1/4 inch and the overall structure is to be within the tolerance allowed by the AISC Specification.
- G. Finished members shall be true to line and free from twists, bends and open joints.
- H. Set base plates in accordance with details shown on the Drawings and grout. Use of wedges other than steel is not permitted.
- I. Do not field cut or alter structural members without documented approval of A/E.

3.2

Quality Control:

- A. Testing agency may be selected and compensated by the Owner.
- B. Testing agency (if selected by Owner) shall perform the following:
 - 1. Qualification of field high-strength bolted and welding procedures and personnel.
 - 2. Inspection of erected structural steel work for conformance with the requirements specified.
- C. Inspection of field assembled high strength bolted construction shall be in accordance with Section 6, AISC Specification for Structural Joints.
- D. Inspection of field welds shall be in accordance with Section 6 of AWS Building Code, visual and radiographic.
- E. Rework joints and connections that do not meet specified requirements and retest until requirements are met. All such retesting shall be paid for by the Contractor.

3.3

Field Painting:

- A. Field painting below is specifically excluded from this Section and is included under the Painting Section.
- B. After erection, remove all rust spots and then touch-up and clean surface, as well as all damaged spots, bolts, etc., with one coat of the same material as shop coat.
- C. Paint and touch up all structural steel to remain exposed as specified above, after which, apply a full field coat of the same kind of paint.
- D. Refer to Painting Section for finish coats on exposed surfaces.

* * *

SECTION 06112: WOOD FRAMING AND ROUGH CARPENTRY

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: This section includes framing lumber, rough carpentry, rough and miscellaneous hardware and accessories indicated on drawings and in specifications. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 Quality Assurance:
- A. Lumber Grading Rules and Wood Species to be in conformance with Voluntary Product Standard PS 20. Grading rules of the Southern Pine Inspection Bureau (SPIB) apply to materials furnished under this Section.
 - B. Grade Marks: Identify all lumber by official grade mark.
 - C. Requirements of Regulatory Agencies, Pressure Treated Material: American Wood Preservers Association (AWPA).
 - D. Plywood Product Standards: Comply with PS 1 (ANSI A 199.1) or, for products not manufactured under PS 1 provisions, with applicable APA performance standard for type of panel indicated.
- 1.4 Submittals:
- A. Submit shop drawings and manufacturer's literature for all items fabricated for this Project, showing sizes of items, finishes, methods of construction, and mounting details.
 - B. Pressure Treated Wood: Submit certification by treating plant stating chemicals and process used, net amount of preservative retained, and conformance with AWPA Standards. Submit certification that moisture content was reduced to 19% maximum, after treatment.
 - C. Submit in accordance with requirements of Division 1.
 - D. Submit manufacturer's specifications and installation instructions for materials specified herein.
- 1.5 Product Delivery, Storage, and Handling: Immediately upon delivery to job site, place materials in area protected from weather. Store materials a minimum of six (6") inches above ground on framework or blocking and cover with protective waterproof covering providing for adequate air circulation or ventilation. Do not store seasoned materials in wet or damp portions of building. Remove damaged items that cannot be restored to like-new condition and replace at no additional cost to the Owner.

PART 2: PRODUCTS

2.1 Lumber, General:

- A. Acceptable Manufacturers: For purpose of designating type and quality, Specifications are based on products manufactured by Louisiana Pacific, or approved equal.
- B. Dimensions: Specified lumber dimensions are nominal. Actual dimensions conform to industry standards established by the American Lumber Standards Committee and the rules writing agencies.
- C. Moisture Content: Unseasoned to 19% maximum at time of permanent closing in of building.
- D. Surfacing: Surface four sides (S4S), unless specified otherwise.

2.2 Plywood Wall Pad Supports:

- A. Plywood grade and thickness as required by Wall Pad Manufacturer.
- B. Span Rating: As required to suit wall pad manufacturer's requirements.
- C. Fire Rating: Class A

2.3 Rough and Miscellaneous Hardware:

- A. Nails: Common wire, galvanized for exterior work, FS FF-N-105.
- B. Screws: Standard domestic manufacture, bright steel, except galvanized for exterior use and of brass, bronze, aluminum, or stainless steel when used to attach items made of those materials.
- C. Connectors, Anchors, and Accessories: Provide fabricated ASTM A 36 steel shapes, plates, and bars, welded into assemblies of types and sizes as required by Wall Pad Manufacturer.
- D. Bolts, Nuts, Washers, Iron and Steel Hardware:
 - 1. Bolts: ASTM A 307 Grade A, hexagon head.
 - 2. Toggle Bolts: FS FF-B-588.
 - 3. Lag Bolts: FS FF-B-561, square head.
 - 4. Washers: Round carbon steel, FS FF-S-325.
 - 5. Anchor Bolts: Hot-dipped galvanized steel, square head machine bolts with square nuts and malleable iron or steel plate washers or carriage bolts with square nuts and cut washers where applicable. "J" hooked anchor bolts shall be used where imbedded in concrete.
 - 7. Expansion Shields, Lag Screws and Bolts: FS FF-B-561
 - 8. Lag Screws, Shear Plates, Split Ring Connectors, Connector Plates: Conform to the requirements of NFPA.
 - 9. Joist Hangers: Simpson, U Series 16 gage galvanized standard joist hangers. Use where beams are in plane of joists.

10. Hurricane Clips: Simpson Seismic and Hurricane Ties, H Series.
11. Ply-Clips: Simpson Extruded Aluminum Plywood Sheathing Clips.
12. Screw Fasteners: Corrosion resistant, bugle head, self-drilling screws at appropriate length.

PART 3: EXECUTION

- 3.1 Inspection: Verify that surfaces to receive rough carpentry materials are prepared to exact grades and dimensions and are free of irregularities and debris.
- 3.2 Installation: Comply with applicable recommendations contained in "APA Design Construction Guide" for types of plywood products specified.
- 3.3 Cleaning: Remove all excess materials and debris from site.

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SECTION 07920A: SEALANTS AND CAULKING

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of sealants and caulking, as shown on the drawings and specified herein. Provide all necessary supplementary items as required for a complete installation.
- 1.3 Guarantee:
- A. Guarantee work for a period of two (2) years against defective materials and workmanship, warranting the air tightness and water tightness of the exterior sealant installation. Make repairs or replace material after proper notice at no additional cost to Owner.
 - B. Submit written guarantee co-executed by Contractor and subcontractor in accordance with Warranties and Bonds Section.
- 1.4 Product Handling: Handle to prevent inclusion of foreign matter or damage of materials by water or breakage. Procure and store in original containers until ready for use.

PART 2: PRODUCTS

- 2.1 General Purpose Interior Caulking: Siliconized acrylic-latex gun grade caulk for use in general purpose interior applications. Characteristics shall exceed those of oil based and butyl caulks. Color shall be as selected by A/E. Approved products: Sonneborn Sonolac and Pecora AC 20. All other require prior approval.
- 2.2 Interior Silicone Caulking: For all toilet rooms, bathrooms, shower rooms, locker rooms, concession stand, kitchens and any other wet areas with sink toilets, lavatories, mop sinks, etc. Caulk around all plumbing fixtures, against walls, floors, and joints between laminate plastic counter tops and walls. Color shall be as selected by A/E. Approved products: GE Sanitary SCS 1700 Silicone Sealant. All others require prior approval.
- 2.3 Color as selected by A/E from manufacturer's full standard range of colors.

- 2.4 Joint Backing: Round, flexible, closed cell polyurethane material, non-reactive with caulking materials and non-oily, approved by sealant manufacturer. Minimum density 3.24 lbs./cu.ft. Use no asphalt or bitumen-impregnated material with sealants.

PART 3: EXECUTION

- 3.1 Inspection: Examine subsurface to receive work and report any conditions detrimental. Failure to observe this injunction constitutes a waiver to any subsequent claims to the contrary and will make this Contractor responsible for any corrections A/E may require. Commencement of work will be construed as acceptance of all subsurfaces.

3.2 Preparation:

- A. Thoroughly clean all joints; blow out or vacuum loose particles from joints. Joint sides to be dry, fully cured, free of laitance, loose aggregate, form release agents, curing compounds, water repellents, and other surface treatments. Surface cleaning must be done in accordance with manufacturers recommendations. Comply with sealant manufacturer's recommendations.
- B. Install joint backing or bond breaker in all joints to receive sealant. Size backing to require 30-50% insertion compression and depress 1/2 joint width. Do not insert backing material with a sharp implement that can puncture the surface.
- C. Mask or otherwise protect adjacent surfaces. Apply tape in continuous strips in alignment with joint edge, and remove immediately after joints have been sealed and tooled.
- D. Prime as specified by manufacturer of sealant. Where primer is required, it shall be done by brush, uniformly on contact surfaces of the joint. Allow sufficient drying time before caulking.

3.3 Sealant:

- A. Application: In strict accordance with manufacturer's instructions.
- B. Tooling: Immediately after application, tool beads of sealant. Tooling can be done with a spatula of wood or metal, or finger, either dry or with water. Avoid solvents.
- C. Apply sealant and caulking material under pressure to fill joints completely, preventing air pockets or voids.

3.4 Locations:

- A. Single-Component Sealant: Apply single-component sealant in joints in vertical surfaces, exterior walls, around exterior perimeter of door and window frames, louvers and vents, in control joints and expansion joints at interior or exterior vertical surfaces, and at other similar exterior locations noted on the Drawings. Set exterior door frames and thresholds in full bed of sealant.

- B. Caulking Compound: Apply caulking compound at interior locations, around penetrations of piping, conduits, duct work and similar items through walls and partitions, around interior perimeter of door frames, louvers, vents, in interior control joints at floors, walls, ceilings, and at other interior locations as noted on the Drawings.

3.5 Cleaning: Clean adjacent surfaces of sealant as work progresses, using solvent or cleaning agent recommended by the manufacturer. Leave all finished work in a neat, clean condition. Clean discolored sealant with solvents approved by manufacturer and a clean rag. Avoid staining the surrounding surfaces.

* * *

SECTION 09660: RESILIENT TILE FLOORING

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of resilient tile flooring, as shown on the Drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 Submittals:
- A. Submit samples of each type and color or pattern of resilient flooring. Upon completion and prior to acceptance of the work, furnish three (3) copies of a list of recommended maintenance products, methods, and procedures.
 - B. Submit shop drawings of court layouts with dimensions and tile color identification. Identify and dimension of existing volleyball net pole, inserts and electrical outlets.
 - C. Maintenance Materials: Furnish the following of additional floor covering materials for replacement and maintenance. Also, furnish one (1) quart of adhesive.
 - 1. VCT (or Plank if Alternate #2 is accepted) Field Tile Colors 4 and 6; Five (5) cartons of each color.
 - 2. VCT (or Plank if Alternate #2 is accepted) Field Tile Color 5; One (1) carton.
 - 3. VCT Court Line Colors: One (1) carton of each color.
 - D. Submit in accordance with requirements of Division 1.
- 1.4 Product Delivery and Storage: Deliver materials to project site in manufacturer's original unopened containers with labels indicating brand names, colors and patterns, and quality designations legible and intact. Do not open containers or remove markings until materials are inspected and accepted. Store and protect in accordance with manufacturer's directions and recommendations.
- 1.5 Environmental Requirements: Maintain temperature in space to receive tile between 70 and 90 degrees F for not less than 24 hours before and 48 hours after installation. Following this period, maintain minimum temperature of 55 degrees F after flooring is installed.

PART 2: PRODUCTS

2.1 Acceptable Manufacturer's:

- A. For purposes of designating type and quality for work under this section, Drawings and Specifications are based on products manufactured or furnished by Armstrong.
- B. Subject to compliance with requirements, acceptable manufacturer's include Azrock, or approved equal.

2.2 Vinyl Composition Tile (VCT) (Base Bid):

- A. General: Uniform in thickness and size. Edges cut accurately and square. Uniform color with variations in variegated patterns kept to a minimum.
- B. Field Tile:
 - 1. Material: Armstrong Excelon Tile Imperial Series, or approved equal.
 - 2. Size: 12 inch x 12 inch.
 - 3. Gauge: 1/8 inch thick
 - 4. Standards: ASTM F 1066, Class 2 through pattern, ISO 10595, Type II
 - 5. Color: As selected by A/E from the full range of manufacturer's colors.
- C. Court Striping:
 - 1. Material: Armstrong Excelon Feature Tile and Strips, or approved equal.
 - 2. Size: 2 inch x 36 inch.
 - 3. Gauge: 1/8 inch thick.
 - 4. Standards: ASTM F 1066, Class I solid color, ISO 10595, Type I.
 - 5. Color: As selected by A/E from the full range of manufacturer's colors.

2.3 Plank Flooring (Alternate #2):

- A. General: Uniform in thickness and size. Edges cut accurately and square. Uniform color with variations in variegated patterns kept to a minimum.
- B. Field Tile:
 - 1. Material: Armstrong Natural Creations Arbor Art, or approved equal.
 - 2. Size: 4 inch x 36 inch.
 - 3. Gauge: 1/8 inch thick
 - 4. Standards: ASTM F 1700, Class III, Type B – Embossed Color
 - 5. Color: As selected by A/E from the full range of manufacturer's colors.

- C. Court Striping:
 - 1. Material: Armstrong Excelon Feature Tile and Strips, or approved equal.
 - 2. Size: 2 inch x 36 inch.
 - 3. Gauge: 1/8 inch thick.
 - 4. Standards: ASTM F 1066, Class I solid color, ISO 10595, Type I.
 - 5. Color: As selected by A/E from the full range of manufacturer's colors.

- 2.4 Accessories:
 - A. Molded or extruded vinyl thresholds, full or half saddle. Lengths as required for dimensions of opening.
 - B. Standard vinyl floor reducers, thickness to suit abutting floor covering material by one (1") inch + wide. Beveled or tapered edge style.

- 2.5 Application Materials:
 - A. General: Provide type and brands of adhesives as recommended by manufacturer of covering material for the conditions of the installation.
 - B. Underlayments: Latex type as recommended by flooring manufacturer.
 - C. Crack Filer and Cleaning Materials: Types as recommended by flooring manufacturer.
 - D. Asphalt Emulsion Adhesive: FS MMM-A-115, Class I. Provide for installation of reinforced vinyl. No flammable adhesive allowed.

PART 3: EXECUTION

- 3.1 Inspection of Surfaces: Examine substrates for excessive moisture content and unevenness, which would prevent execution and quality of resilient flooring as specified. Substrate shall not vary more than $\pm 1/8$ inch in any 10 foot dimension or more than 1/16 inch per running foot. Do not proceed with installation of resilient flooring until defects have been corrected.
- 3.2 Preparation: Remove dirt, oil, grease, or other foreign matter from surfaces to receive floor covering materials. Prime surfaces if recommended by floor covering manufacturer. Install underlayment to level concrete surfaces as recommended by manufacturer.
- 3.3 Moisture Test for Concrete Floors: After concrete floor surfaces have been cleaned, spread small patches of adhesive to be used in several locations in each room and allow to dry or set overnight. If the set adhesive can be peeled easily from the floor surfaces, the floor is not sufficiently dry. Repeat the test until the adhesive adheres properly. When the adhesive adheres tightly to the floor surface, the tile may be applied.

- 3.4 Application of Adhesives:
- A. Mix and apply adhesives in accordance with manufacturer's instructions. Apply uniformly over surfaces. Cover only that amount of area which can be covered by flooring material within the recommended working time of the adhesive. Remove any adhesive, which dries or films over. Do not soil walls, bases, or adjacent areas. Promptly remove any spillage.
 - B. Apply adhesives with notched trowel or other suitable tool. Clean trowel and re-work notches as necessary to insure proper application of adhesive.

- 3.5 Installation of Tile Materials:
- A. Lay tile to center of room or space. Work toward perimeter. Do not lay tile less than 1/2 the width of the field tile except where accepted by A/E for irregularly shaped rooms or spaces. Cut border tile neatly and accurately to fit within 1/64 inch of abutting surfaces. Layout of volleyball courts to align with existing volleyball net post inserts.
 - B. Fit flooring material neatly and tightly into breaks and recesses, against bases, around pipes and penetrations, under saddles or thresholds and around permanent cabinets and equipment.
 - C. Lay parallel to room axis in straight course with cross-joints parallel; lay tile with grain or pattern running in same direction between adjacent tile, unless otherwise directed.

- 3.6 Installation of Accessories:
- A. General: Cut materials to lengths and sizes as required for installation. Thresholds and/or reducers required at changes in flooring material.
 - B. Resilient Thresholds: Apply adhesives and bond securely to substrate. Center threshold in door opening. Fit edge to door frame jambs without visible gaps or cracks. Fit edges of abutting floor materials for flush fit.
 - C. Reducers: Apply adhesives and bond securely to substrates in straight true lines. Provide where floor covering terminates exposing the edge of the covering. Center reducer under door, where floor covering terminates at a door opening. Fit end edges to door frames and abutting surfaces and other edges to adjoining material.

- 3.7 Finishing and Cleaning: Upon completion of the installation of floor covering, adjacent work, and after materials have set, clean surface with a neutral cleaner as recommended by the floor covering manufacturer. Assure compatibility with artwork. Buff floors with an electric polishing machine. Protect completed work from traffic and damage until acceptance by Owner.

* * *

SECTION 09678: RESILIENT BASE AND ACCESSORIES

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of resilient base and other accessories, as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 Submittals:
- A. Submit samples of type and color of base material. Upon completion and prior to acceptance of the work, furnish 3 copies of a list of recommended maintenance products, methods, and procedures.
 - B. Submit in accordance with requirements of Division 1.
- 1.4 Product Delivery and Storage: Deliver materials to project site in manufacturer's original unopened containers with labels indicating brand names, colors and patterns, and quality designations legible and intact. Do not open containers or remove markings until materials are inspected and accepted. Store and protect in accordance with manufacturer dictions and recommendations.
- 1.5 Environmental Requirements: Maintain temperature in space to receive base between 70 and 90 degrees F for not less than 24 hours before and 48 hours after installation. Following this period, maintain minimum temperature of 55 degrees after base is installed.

PART 2: PRODUCTS

- 2.1 Acceptable Manufacturers:
- A. For purposes of designating type and quality for work under this section, Drawings and Specifications are based on products manufactured by Armstrong.
 - B. Subject to compliance with requirements acceptable manufacturers include Kentile, or approved equal.
- 2.2 Base Materials:
- A. Uniform in thickness. As long lengths as practicable to suit conditions of installation.
 - B. Base: FS SS-W-4D, Type II, 4 inch high rubber coved base.

- C. Base Accessories: Pre-molded end stops and external corners of same material, size, and color as base.
- D. Color: As selected by A/E from manufacturer's standard colors.

2.3 Application Materials: Provide type and brands of adhesive as recommended by manufacturer of covering material for the conditions of the installation.

PART 3: EXECUTION

3.1 Inspection of Surfaces: Examine substrates for excessive moisture content and unevenness which would prevent execution and quality of resilient base specified.

3.2 Preparation: Remove dirt, oil, grease, or other foreign matter from surfaces to receive base materials. Prime surfaces if recommended by base covering manufacturer.

3.3 Application of Adhesives: Mix and apply adhesives in accordance with manufacturer's instructions. Apply uniformly over surfaces. Cover only that amount of area which can be covered by base material within the recommended working time of the adhesive. Remove any adhesive which dries or films over. Do not soil adjacent areas. Promptly remove any spillage.

3.4 Installation of Base:

- A. Install base around perimeter of room or space and at toe-space of cabinets, shelves, etc. Unroll base material and cut into accurate lengths as required for minimum number of joints. Match edges of all seams or double cut adjoining lengths. Install with tight butt joints.
- B. Apply adhesive and firmly adhere to wall surfaces. Press down so that bottom cove edge follows floor profile. Form external corners by coping and bending sufficient length around corner for anchorage. Form internal corners by mitering. Do not use pre-molded interior corners. Scribe base accurately to abutting materials.

3.5 Finishing and Cleaning: Upon completion of the installation of base, adjacent work, and after materials have set, clean surface with a neutral cleaner as recommended by the floor covering manufacturer. Protect completed work from damage until acceptance by Owner.

* * *

SECTION 09920A: INTERIOR PAINTING

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete finish painting of exposed surfaces, as shown on the Drawings and specified herein. Complete coverage of all new exposed surfaces within areas affected by work of this contract is intended unless otherwise indicated. Examine the Specifications for the various trades and materials and be thoroughly familiar with all provisions regarding painting. Paint all new exposed piping, conduit, panels, roof vents, etc. in finished spaces. Refer to Mechanical and Electrical Divisions for any required color coding of piping, ducts, etc. Color code exposed piping, ducts, conduit, etc. as directed by A/E. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 Quality Assurance:
- A. Include on label of containers: Manufacturer's name, type of paint, manufacturer's stock number, color, and instructions for reducing, where applicable.
 - B. Field Quality Control: Request review of first finished room, space, or item of each color scheme required by A/E for color, texture, and workmanship. Use first acceptable room, space, or item as project standard for each color scheme.
- 1.4 Submittals:
- A. Furnish tests, samples of materials as acceptable to the A/E. Submit manufacturer's analysis of paint if required. Pigment % shall be not less than in specified sections.
 - B. Submit manufacturer's color chips if requested by A/E for preparation of a color selection and location schedule. A/E may vary colors after inspecting sample room, space, or site.
 - C. Submit in accordance with requirements of Division 1.
- 1.5 Product Delivery, Storage, and Handling: Deliver sealed containers with labels legible and intact. Store only acceptable project materials on project site, in a suitable location. Restrict storage to paint materials and related equipment. Comply with health and fire regulations.

- 1.6 Job Conditions: Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be applied. Do not apply finish in areas where dust is being generated. Cover or otherwise protect finished work of other trades and surfaces not being painted concurrently or not to be painted.
- 1.7 Extra Stock: Turn over to the Owner at final inspection one (1) gallon of each type and final color of finish used on this project.
- 1.8 Surfaces to be Coated:
- A. Masonry: (CMU – Concrete, Split face, Scored, Smooth, etc)
 - B. Metal: (Structural Steel, Joists, Trusses, Beams, Hollow Metal, Equipment Supports, Partitions, etc.) All metal duct work exposed to view.
 - C. Wood: Walls, Ceilings, Doors, Trim, etc.
 - D. Drywall: Walls, Ceilings, Soffits.

PART 2: PRODUCTS

- 2.1 Acceptable Manufacturers:
- A. For purposes of designating type and quality for the work under this section, Drawings and specifications are based on products manufactured by Sherwin Williams, unless otherwise indicated.
 - B. Subject to compliance with requirements, acceptable manufacturers include Sherwin Williams, Glidden, Devco or approved equal.
- 2.2 Lead Content: No paint shall contain more than 0.06% lead by weight calculated as lead metal in the total non-volatile content of liquid paints or in the dried film of paint already applied.
- 2.3 Materials selected for coating systems for each type surface shall be the product of a single manufacturer. Only first-line Architectural grade coatings will be acceptable.
- 2.4 Colors: Colors of paints shall match color chips submitted to the A/E for selection and shall match approved shades in sample areas.
- 2.5 Mixing and Tinting: Deliver paints ready-mixed to job site. Accomplish job mixing and tinting only when acceptable to the A/E. Mix only in mixing pails placed in suitably sized non-ferrous or oxide resistant metal pans. Use tinting colors recommended by manufacturer for the specific type of finish. Fungicidal agent shall be incorporated into the paint by the manufacturer.

PART 3: EXECUTION

3.1 Inspection: Examine surfaces scheduled to receive paint and finishes for conditions that will adversely affect execution permanence, or quality of work and which cannot be put into an acceptable condition through preparatory work as included in Article 3.2 Preparation. Do not proceed with surface preparation or coating application until conditions are suitable.

3.2 Surface Preparation:

- A. Strictly follow paint manufacturer's surface preparation recommendations for all surfaces.
- B. Protect items not to be painted or remove prior to painting. If required to be removed, reposition after painting.
- C. Make any exposed miscellaneous metal items, such as steel supports, anchors, bucks, hollow metal frames and the like clean, free of rust, dust, grease and dirt.
- D. Wash any unprimed galvanized metal with a solution of "Galva-Cleane"; allow to dry.
- E. Make any wood and plywood surfaces clean, smooth, dry, and fully sanded. Knots and pitch pockets under paint finish shall be sealed with knot sealer. Fill joints, cracks, nail holes, disfigurations, etc. with wood filler after priming; then sand smooth.
- F. Seal any concrete, masonry, plaster and similar surfaces to be painted and fill to smooth even surfaces after neutralizing with a wash of four (4) pounds sulphate of zinc and one (1) gallon of water. Concrete block to be filled with manufacturer's recommended block filler except where noted herein. Remove grease or oil with benzene.
- G. Clean thoroughly any wallboard surfaces to be painted. Spackle any nail holes after primer has dried. Sand smooth all rough surfaces.
- H. Comply strictly with manufacturer's instructions for preparation of previously painted surfaces.
- J. Test new coatings on existing painted surfaces prior to ordering full quantity.

3.3 Workmanship:

- A. Do all Work under supervision of capable foreman.
- B. Thoroughly cover with uniform color and finish; the number of coats specified being a minimum, provide any additional coats to produce Work satisfactory to A/E.
- C. Any air registers and grilles, flanges around ceiling fixtures, exposed electrical panelboards, primed hardware, etc., shall be painted to match adjacent surfaces, unless otherwise directed.

3.4 Application:

- A. Strictly follow paint manufacturer's application recommendations and information.

- B. Do not apply initial coating until moisture content of surface is within limitations recommended by paint manufacturer. Test with moisture meter (Delmhorst or equal). At concrete block, reading shall be not more than 15 degrees before block fill is applied. Do not apply finish coats over block fill unless reading is less than 15 degrees. Notify A/E to be present when readings are taken.
- C. Apply finishes with suitable brushes or rollers. Rate of application shall not exceed that as recommended by paint manufacturer for the surface involved less 10 percent allowance for losses. Keep brushes and rollers clean, dry, free from contaminates and suitable for the finish required.
- D. Comply with recommendation of product manufacturer for drying time between succeeding coats. Vary slightly the color of successive coats.
- E. Sand and dust between each coat to remove defects visible from a distance of five (5') feet. Finish coats shall be smooth, free of brush marks, streaks, laps, or pile up of paints, and skipped or missed areas. Finished metal surfaces shall be free of skips, voids, or pinholes in any coat when tested with a low voltage detector.
- F. Do not apply additional coats until completed coat has been inspected by the A/E. Only inspected coats of paint will be considered in determining number of coats applied.
- G. Leave all parts of moldings and ornaments clean and true to details with no undue amount of paint in corners and depressions. Make edges of paint adjoining other materials or colors clean and sharp with no overlapping.
- H. Apply primer and first coat on all new glass frames and stops before glazing.
- I. Provide tops, bottoms, and sides of all new doors with complete number of specified coats. See Division 8; note that hardware is to be removed from doors prior to painting.
- J. Refinish whole wall where portion of finish has been damaged or is not acceptable.

3.5 Cleaning: Touch-up and restore finish where damaged. Remove spilled, splashed, or splattered paint from all surfaces. Do not mar surface finish of item being cleaned. Leave storage space clean and in condition required for equivalent spaces in project.

3.6 Verify Existing Coatings: Contractor shall verify that new coatings are compatible with existing coatings. Obtain written verification from new coating manufacturer. Existing surfaces that have an existing coating shall be prepared, cleaned and primed in strict accordance with new coating manufacturer's instructions. Provide recommended primers and finish coats to obtain desired finishes. Verify any incompatible coatings with new coating manufacturer.

3.7

Painting Schedule (Sherwin Williams Paints unless otherwise noted.)

- A. Surfaces Not To Be Painted:
 - 1. Pre-finished wall, ceiling, and floor coverings.
 - 2. Items of aluminum, stainless steel, other plated finish.
 - 3. Concealed ducts, pipes, and conduit.
 - 4. All other surfaces shall be painted. Contractor shall submit painting schedule to A/E as a shop drawings for review painting schedule to A/E as a shop drawings for review.
 - 5. All new surfaces and their adjacent surfaces corner to corner shall painted. See alternate for existing surfaces to be painted.
- B. Miscellaneous Materials: Thinners, cleaners, other materials shall be only as recommended by coatings manufacturer.
- C. Interior Painting Schedule:
 - 1. Ferrous Metals (Doors and Frames):
 - a. First Coat: SW Pro Industrial Pre-Catalyzed Water-Based Epoxy K45-151 Series.
 - b. Second Coat: SW Pro Industrial Pre-Catalyzed Water-Based Epoxy K45-151 Series.
 - 2. Ferrous Metals (All other except Doors):
 - a. First Coat: SW Pro Industrial Waterborne Acrylic Dryfall Egg-Shell B42-2.
 - b. Second Coat: SW Pro Industrial Waterborne Acrylic Dryfall Egg-Shell B42-2.
 - 3. Gypsum Board Walls (Latex):
 - a. First Coat: SW ProMar 200 Latex, Egg-Shell.
 - B. Second Coat: SW ProMar 200 Latex, Egg-Shell.
 - 4. Woodwork and Trim (Latex):
 - a. First Coat: SW Pro Classic Waterborne Enamel
 - b. Second Coat: SW Pro Classic Waterborne Enamel.
 - 5. Concrete Masonry Units (Epoxy):
 - a. First Coat: SW ProMar 200 Latex, Egg-Shell.
 - b. Second Coat: SW ProMar 200 Latex, Egg-Shell.
- D. Locations:
 - 1. See Painting Schedule on the Drawings.
 - 2. All metal doors and frames shall have epoxy finish.
 - 3. All ferrous metal within spaces where the walls are to have epoxy finish shall have epoxy finish; where walls are painted, provide painted finish.
 - 4. Woodwork and trim with spaces where the walls are epoxy shall have epoxy or stained finish as directed by A/E. Elsewhere, woodwork and trim shall have painted finish.
 - 5. All painted surfaces in the Concession Stand, all Toilet Rooms and Kitchenette shall be painted with epoxy paint.

- E. Verify Existing Coatings: Contractor shall verify that new coatings are compatible with existing coatings. Obtain written verification from coating manufacturer. Provide recommended primers and finish coats to obtain desired finishes. Verify any incompatible coatings with coating manufacturer.

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SECTION 11482: SCOREBOARDS

PART 1: GENERAL

- 1.1 Section Includes: Sports Scoreboards and Control Systems. Provide all electrical and structural items required for a complete installation.
- 1.2 Related Sections:
- A. Section 05120: Structural Steel.
 - B. Section 06100: Rough Carpentry.
 - C. Section 16100: Wiring Methods.
- 1.3 References:
- A. ASTM A 36 - Standard Specification for Carbon Structural Steel; 2005.
 - B. ASTM A 53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2005.
 - C. ASTM A 500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2003.
 - D. ASTM C 33 - Standard Specification for Concrete Aggregates; 2003
 - E. ASTM C 150 - Standard Specification for Portland Cement; 2005.
- 1.4 Performance Requirements:
- A. Provide a scoreboard ETL or ETL-C tested to UL standard.
- 1.5 Submittals:
- A. Submit under provisions of in Division 1.
 - B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - C. Shop Drawings: Submit plan, section, elevation, and perspective view details as necessary to depict proper field fabrication and installation, and provide details on structural supports, electrical connections, terminations and joints.
 - D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors.
- 1.6 Quality Assurance:
- A. Confirm all specifications with the factory prior to order.
 - B. Single Source Responsibility: Single manufacturer shall provide all components required to install the products specified in this section.
 - C. Manufacturers Qualifications: Manufacturers must have five years of experience in the manufacturing of scoreboards and message displays of the type specified.

- D. Installer Qualifications: Factory-trained and experienced in the proper installation of scoreboards and message displays.
- E. Welders: AWS certified.

1.7 Delivery, Storage, and Handling:

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Physical inspection of items required at time of delivery; any shipping damages must be reported at delivery prior to storage.
- C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.8 Project Conditions:

- A. Work shall commence only after associated trade work has been sufficiently completed and will not interfere with the installation of the equipment specified in this section.

1.9 Warranty:

- A. Provide manufacturer's standard warranty affirming that products specified in this section shall be free from defects in material and workmanship under normal use provided they are installed in accordance with all current application requirements.
 - 1. Duration: Ten (10) years.

1.10 Extra Materials:

- A. Contractor is responsible for providing all structural support, hardware, sealants, welding materials, electrical cableing and other secondary installation products required for installation. Architect shall approve each product before or during the pre-installation conference.

PART 2: PRODUCTS

2.1 Manufacturers:

- A. Acceptable Manufacturer: Fair-Play Scoreboards, Trans-Lux Fair Play, 1700 Delaware Ave.; Des Moines, IA 50317; Toll Free Tel: 800-247-0265; Tel: 515-265-5305; Fax: 515-265-3364, www.fair-play.com, or equal.
- B. Requests for substitutions will be considered in accordance with provisions of Section 01635.

2.2 Scoreboards:

- A. Multi-sport, wall mounted scoreboard.
 - 1. Model: BB-1600-4.
 - a. Dimensions: 9 feet wide by 3 feet tall (2743mm x 914mm).
 - b. Clock and Score Digit Size: 12 inches (305mm).
 - c. Scoring Digit Size: 10 inches (254mm).

- d. Power Usage: 120 VAC; 77 Watts.
- e. Quantity: 2 (two)
- 2. Model: BB-1660-4.
 - a. Dimensions: 9 feet wide by 5 feet tall (2743mm x 1524mm).
 - b. Clock and Score Digit Size: 12 inches (305mm).
 - c. Other Digit Size: 6 inches (152mm) and 10 inches (254mm).
 - d. Power Usage: 120 VAC; 127 Watts.
 - e. Quantity: 2 (two)

- 2.3 Scoreboard Controls:
 - A. Scoreboard Controllers.
 - 1. Model: MP-70 Scoreboard Control
 - 2. Power Source: Battery.
 - 3. Wireless Connectivity.
 - 4. Quantity: 2 (two). Each controller shall have the ability to operate a different set of BB-1600 and BB-1660 scoreboards simultaneously while games are taking place on both courts.

- 2.4 Finish:
 - A. Cabinet Color: As selected by A/E from manufacturer's standard colors.
 - B. Vinyl Trim Tape Color: As selected by A/E from manufacturer's standard colors.

PART 3: EXECUTION

- 3.1 Examination:
 - A. Do not begin installation until substrates have been properly prepared.
 - B. Examine all soils and footings to ensure solid and secure footings.

- 3.2 Preparation:
 - A. Clean surfaces thoroughly prior to installation.

- 3.3 INSTALLATION
 - A. Follow manufacturer's current application requirements for installation under conditions specific to the project.
 - B. Install all structural steel components in accordance with manufacturers application instructions where specified on the drawings.
 - 1. All structural steel components shall be in accordance with ASTM A36 or A572.
 - 2. All Tube ends shall be covered with light gauge end caps.
 - 3. All new steel shall be primed and painted with a color approved by the architect.
 - 4. Weld steel using E70XX electrodes. Prime and paint all welds following installation.

5. Unless otherwise specified in the drawings, all welds shall be continuous 1/4" (6mm) fillet welds.
- C. Install all electrical equipment in accordance with all federal, state and local building codes.
- D. Where manufacturer's requirements and building codes are in direct conflict, the more restrictive method of application shall prevail.

3.4

Protection:

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

* * *

SECTION 11660: ATHLETIC EQUIPMENT

PART 1: GENERAL

1.1 Summary:

- A. Section includes:
 - 1. Bleachers
 - 2. Wall Pads
 - 3. Benches
 - 4. Scoring Table
 - 5. Wire Guards
- B. Related sections:
 - 1. Section 5120: Structural Steel.

1.2 Submittals:

- A. Submit in accordance with Section 01330 - Submittal Procedures.
 - 1. List of proposed products and product data.
 - 2. Shop drawings showing layout, elevations, dimensions, fabrication details, method of attachment, loads to be transmitted to building structural members, requirements for supplementary bracing or structural support members and electrical wiring diagrams.
 - 3. Manufacturer must provide calculations and reports for tests performed by an independent testing laboratory accredited by the American Association of Laboratory Accreditation (A2LA) that clearly demonstrate compliance with minimum safety factors included in product specifications.
 - 4. Samples of colors for selection by Architect. Submit full range of manufacturer's standard colors.
 - 5. Manufacturer's installation and maintenance instructions.

1.3 Quality Assurance:

- A. Source limitation: All components including suspension system, and frame assembly shall be included.
- B. All welding to be performed by personnel having passed Welder Qualification testing in accordance with American Welding Society (AWS) code D1.1 or higher. Manufacturer to provide certification and test results upon request.

1.4 Warranty:

- A. Bleachers and Benches:
 - 1. Free From Defects: 1 year
 - 2. Finish: 5 years
- B. Wall Pads: 1 year
- C. Scoring Table: 1 Year

PART 2: PRODUCTS

2.1 Acceptable Manufacturers:

- A. Manufacturers of equivalent products submitted and approved in accordance with Section 01630 - Product Substitution Procedures.
- B. Other acceptable manufacturers include Arizon and CBS.

2.2 Wall Padding:

- A. Wall padding shall be Model GYM WALL PADS, by Draper, Inc. of Spiceland, IN.

Wall pads to be standard sized 2' x 6' and custom sizes as indicated drawings.

Wall pads shall be constructed using (2"/1½") thick polyurethane foam bonded to a 7/16" thick wafer board backer and covered with a 14 oz. vinyl covering. Vinyl cover shall be coated polyester fabric with leather grain embossed pattern. Vinyl to have average weight of 14 oz. per square yard, breaking strength of 350 PSI, tear resistance of 65 pounds and be rated as self extinguishing in accordance with Class A Rated in accordance with requirements of NFPA-101. Vinyl to be resistant to rot, mildew and ultraviolet light. Panel front and edges shall be vinyl wrapped and securely stapled to the wood backer so that the backer is not exposed on front or four sides. Pads shall be supplied with concealed Z-clip attachment at panel top and bottom. Provide back-up supports as required for wall padding around structural steel.

- B. Provide cut outs for electrical receptacles, telephone outlets, data outlets, door knobs or handles, door hinges and other items that would be covered by the wall padding. Finish opening all sides with vinyl material described in above paragraph. Staple to backer bound.

2.4 Bleachers:

- A. Tip-N-Roll aluminum bleachers as manufactured by National Recreation Systems, Inc., Fort Wayne, IN.
- B. Each unit shall have two rows of seating and 15'-0" in length.

2.4 Benches:

- A. Aluminum DE bench without back as manufactured by National Recreation Systems, Inc., Fort Wayne, IN.
- B. Each unit shall be 8'-0" in length.

2.5 Scoring Table:

- A. Scorer's Table Model ST85F, with full color graphics as manufactured by Bison, Inc.; Phone: (800) 247-7668; Website: www.bisoninc.com.

- B. Each unit shall be 8'-0" x 1'-4" with front and side padding, silk screen lettering and logo, lettering in white, and logo in six colors.

2.6 Wire Protectors:

- A. Wire Guards as manufactured by American Wire Guards., Dassel, MN, Phone: (800) 328-8996; Website: www.wireguards.com.
- B. Size:
 - 1. Exit Signs: Model H001882, 14" x 10-1/2" x 2-1/4".
 - 2. Fire Alarm Strobes: Model G2012, 13" x 9" x 4"
- C. Color: Silver
- D. Fasteners: #12 x 1" stainless steel screws, appropriate plastic insert for CMU and toggle insert at gypsum board.

PART 3: EXECUTION

3.1 Preparation:

- A. Coordinate supports with structure to ensure proper distribution of loads and adequacy of attachment points. Provide additional structural framing members as required in accordance with Section 5120 – Structural Steel.
- B. Coordinate configuration, size, and installation with height, slope, and type of building structure and lighting fixtures, mechanical equipment, ductwork, fire-suppression system, bleachers, athletic equipment, and other potential obstructions.
- C. Field-verify dimensions prior to fabrication.
- D. For installations made after gymnasium flooring is installed, provide protection and exercise care not to damage flooring.

3.2 Installation:

- A. Install in accordance with manufacturer's written instructions and shop drawings.
- B. Install even, plumb and level.

* * *

SECTION 11666: GYMNASIUM DIVIDERS

PART 1: GENERAL

1.1 Summary:

- A. Section Includes: Electrically operated fabric gymnasium divider. Provide all electrical and structural items needed for a complete system.

1.2 Related Sections:

- A. Section 05120: Structural Steel framing to support gymnasium divider.
- B. Section 16010: Electrical Supply, conduit, and wiring for motorized gymnasium divider.

1.3 Submittals:

- A. Submit in accordance with Section 01340 – Shop Drawings, Project Data and Samples.
 - 1. List of proposed products and product data.
 - 2. Loads to be transmitted to building structural members and requirements for supplementary bracing and structural members.
 - 3. Shop drawings showing layout, elevations, dimensions, fabrication details, method of attachment and electrical wiring diagram.
 - 4. Manufacturer must provide calculations and reports for tests performed by an independent testing laboratory accredited by American Association of Laboratory Accreditation (A2LA) that clearly demonstrate compliance with minimum safety factors included in product specifications.
 - 5. Certificates for Divider Curtain Vinyl and Mesh to prove they meet the requirements of UL GreenGuard Gold.
 - 6. Samples of fabric for selection by Architect. Submit full range of manufacturer's standard colors.
 - 7. Manufacturer's installation and maintenance instructions.

1.4 Quality Assurance:

- A. Source Limitation: All components including curtain, suspension system, electric winches, and controls for divider shall be products of a single manufacturer.
- B. All welding to be performed by personnel having passed Welder Qualification Testing in accordance with American Welding Society (AWS) Code D1.1 or higher. Manufacturer to provide certification and test results upon request.

PART 2: PRODUCTS

2.1 Acceptable Manufacturers:

- A. Draper, Inc., 411 South Pearl Street, Spiceland, Indiana 47385-0425; (765) 987-7999.

- B. Other approved manufacturer includes Arizona.
- C. Manufacturers of equivalent products submitted and approved in accordance with Section 01630 and 01630A – Substitution Request Form.

2.2 Gymnasium Divider

- A. Type: Electrically operated, fold-up gymnasium divider including motor, cables, controls, clamps for attachment to building structure, threaded rod supports, and other components required to complete functional installation; Fold-Up Gym Divider as manufactured by Draper, Inc.
- B. Operation: Curtain moves by accordion fold-up action as bottom steel pipe is raised by hoist lines passing through grommets.
- C. Configuration: Rectangular shape with straight bottom and extending across room as indicated on Drawings.
 - 1. Minimum required clearance between vertical curtain edges and adjacent fixed objects: 6 inches.
 - 2. Provide 36 inches, minimum space between curtain ends and walls or fixed objects to allow passage space around divider.
- D. Operating Mechanism: Drive pipe winch power with $\frac{3}{4}$ HP, 110VAC, 60-cycle, single-phase, reversible capacitor, C-Face motor with thermal overload protection. Winch assembly shall carry a five-year warranty. Provide with load holding worm gear reduction and integral limit switches to control curtain travel. Drive pipe shall rotate in pipe support assemblies spaced at approximately 9 feet.
- E. Attachment: Attach to structural support with beam clamps, hanger brackets, and $\frac{1}{2}$ inch (13 mm) diameter threaded rods. Attachment clamps designed to be capable of supporting a minimum of 5,000 lbs. each and provided in sufficient number to provide a combined minimum 45:1 attachment point safety factor.
- F. Hoist Lines: $\frac{1}{8}$ inch (3 mm) diameter steel cable with 2,000 lbs. minimum breaking strength attached to bottom batten and passing through curtain grommets to terminate a top drive pipe. Space lines at approximately 111 inches (2819 mm).
- G. Divider Bottom: Hoist lines secured to 1-5/8 inches (41 mm) diameter steel pipe batten in 6 inches (152 mm) wide curtain pocket.

2.3 Curtain:

- A. Bottom 8 feet: Opaque solid vinyl coated polyester fabric.
 - 1. Weight: 18 ounces per SY.
 - 2. Resistant to rot, mildew, and ultraviolet light.
 - 3. Flammability: Rated self-extinguishing in accordance with Class A of NFPA 101.
 - 4. Color: Selected by Architect from manufacturer's standard range of colors.
- B. Upper Curtain Section: Vinyl coated polyester mesh.
 - 1. Weight: 18 ounces per SY.
 - 2. Resistant to rot, mildew, and ultraviolet light.
 - 3. Flammability: Rated self-extinguishing in accordance Class A of NFPA 101.

- 4. Color: Selected by Architect from manufacturer's standard range of colors.
- C. VOC Emission: Divider Curtain Vinyl and Mesh to be low emitting and certified to meet all of the requirements of the GREENGUARD Gold Certification Program. GREENGUARD Gold requires emission of total volatile organic compounds ≤ 0.22 mg/m³, formaldehyde ≤ 0.0135 ppm, total aldehydes ≤ 0.043 ppm, individual volatile organic compounds $\leq 1/1000$ TLV and $\leq 1/2$ chronic REL and total phthalates ≤ 0.01 mg/m³. Vinyl and Mesh must be evaluated to indoor air quality evaluation (IAQ) using a GREENGUARD product evaluation protocol following the requirements of the UL GREENGUARD Product Certification Program, ASTM Standard D5116 and the United States Environmental Protection Agency and modeled based on GEI requirements for a standard gymnasium loading and ASHRAE 62.1 – 2004 ventilation conditions. Manufacturer to provide certificate and/or test results upon request.
- D. Seams: Vertical and electronically welded with 1 inch (25 mm) full contact weld.
- E. Outer Edge Hems: Turned with double welds.
- F. Top Edge: Solid fabric in triple thickness and double welded to mesh solid curtain fabric to form 6 inches (152 mm) wide pocket for top pipe batten.
- G. Bottom Edge: Pocket to house bottom pipe batten.

2.4 Curtain Safety Device:

- A. Provide Draper Model 504301 Curtain Lok Safety Device. Curtain Lok to be directly speed sensitive to automatically lock divider curtain in a position at any time during storage or operation. In the event of an over-speed situation (greater than 1.5 feet per second) caused by malfunction of the hoisting apparatus, whether sudden or gradual, device will immediately activate. Curtain Lok work regardless of direction of rotation and automatically resets when load is reversed or removed.

2.5 Controls:

- A. Provide key lock, 3-position, momentary contact wall control switch to lower, raise and stop gymnasium divider. Provide with switch box and plastic cover plate. The existing boxes may be reused if acceptable to manufacturer.
- B. Contractor shall provide and install: All conduits, electrical wiring (including low voltage), touch pad mounting box and programming.

PART 3: EXECUTION

3.1 Preparation:

- A. Coordinate support of gymnasium divider with roof structure to ensure proper distribution of loads and adequacy of attachment points. Ensure that building structure has been designed for loads of specific gymnasium divider to be provided. Provide additional structural framing members as required.

- B. Coordinate configuration, size and installation of gymnasium divider with height, slope, and type of building structure and lighting fixtures, mechanical equipment, ductwork, fire-suppression system, bleachers, athletic equipment, and other potential obstructions.
- C. Field verifies dimensions prior to fabrication.
- D. Coordinate electrical requirements for motorized operating mechanism to ensure proper power source, conduit, wiring, and boxes for keyed switches. Prior to installation, verify type and location of power supply.
- E. For installations made after wood gymnasium flooring is installed, provide protection and exercise care not damage flooring.

3.2 Installation:

- A. Install all in accordance with manufacturers written instructions and shop drawings.
- B. Install even and level with curtain hanging 2 inches (50 mm) above floor in down position.
- C. Install control switch such that operator has view of complete gymnasium divider during lowering and rising.
- D. Adjust limit switches of electric winch to ensure accurate position in both stored and lowered positions.

3.3 Testing and Demonstration:

- A. Operate divider curtains to ensure proper lifting and lowering. Adjust as required to ensure smooth operation and accurate positioning.
- B. Demonstrate to Owner's designated representatives complete operation and required maintenance.

* * *

SECTION 15330: WET-PIPE SPRINKLER SYSTEMS

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this section.
- 1.2 Scope of Work: Furnish all necessary materials, labor, engineering and equipment for the revisions to a wet-pipe sprinkler system as indicated on the Drawings or specified elsewhere herein. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 Codes and Standards:
- A. Final system design, materials, workmanship and testing shall conform to the latest edition of the following codes and standards, when same have jurisdiction.
 - 1. N.F.P.A. Pamphlet No. 13, 101, and 24.
 - 2. Property Insurance Association of Louisiana.
 - 3. Local Fire Protection Bureau.
 - 4. State of Louisiana Fire Marshal.
 - B. Fire sprinkler system shall be based on a light hazard. Piping is to be hydraulically calculated at a minimum of .10/1500 square feet. All work to be in accordance with the requirements of the authority having jurisdiction.
- 1.4 Qualifications of Fire Protection Contractor: Contractor must be licensed in the State of Louisiana to perform sprinkler work, and must be regularly engaged in making such installation.
- 1.5 Warranty: This Contractor is to warrant all material and workmanship, free from defects, for a period of one (1) year from date of acceptance of installation.
- 1.6 Submittals:
- A. Prior to installation of any work, this Contractor is to prepare installation and fabrication drawings including all component sizing and specifications and have same approved by the insurance authority having jurisdiction and Owner's representative.
 - B. Contractor to provide A/E with five (5) sets of shop drawings bearing Underwriters, Property Insurance Association of Louisiana, and any other required approvals for Owner's approval not less than 14 days prior to commencement of work. Work is not to be started until shop drawings have been corrected to conform to Underwriters and Owner's approval and three (3) copies of corrected drawings provided A/E, plus Contractor's required copies. The Contractor shall submit

sprinkler modification shop drawings to the Louisiana State Fire Marshal's Office for review and acceptance. All fees shall be paid by the contractor.

- C. Indicate hydraulic calculations, detailed pipe layout, hangers and supports, components and accessories.

1.7 Record Drawings:

- A. Contractor shall maintain a set of drawings showing exact locations and sizes of all piping, valves and related items, which shall be corrected daily and show every change from original contract drawings and specifications.
- B. On completion of the work, Contractor shall provide a set of reproducible transparencies corrected to show all changes noted on "As-Built" drawings, together with two (2) sets of blue prints, to the A/E for delivery to the Owner. The corrected transparencies shall bear the approval of the Underwriters, and Property Insurance Association of Louisiana.
- C. Include written maintenance data on components of system and servicing requirements.
- D. Submit in accordance with requirements of Division 1.

1.8 Permits, Fees and Inspection: This Contractor shall obtain and pay for all permits and shall pay all fees required in connection with this work, not covered by permits obtained by General Contractor.

PART 2: PRODUCTS

2.1 Valves:

- A. All gate valves in supply pipes to automatic sprinklers shall be sealed open in a satisfactory manner, with approved tamper switches.
- B. All control, drain, test and dry pipe alarm valves shall be provided with identification signs of the standard design adopted by the automatic sprinkler industry or as required by the agencies named in this section of the specifications.
- C. Gate valves sized 2-1/2 inches and larger shall be outside stem and yoke (O.S.&Y.) Underwriter's pattern bronze mounted, cast iron flanged gate valve or listed butterfly grooved valves. Gate valves in sized smaller than two (2") inches shall be Underwriter's Pattern, O.S.&Y., bronze screwed gate valve.
- D. Globe valves shall be bronze screwed angle with composition disc.
- E. Globe valves shall be used as drain and test valves only.
- F. Angle valves shall be bronze screwed angle with composition seat.
- G. Angle valves shall be used as drain and test valves only.
- H. Check valves sized four (4") inches and larger shall be Underwriter's Pattern, bronze trimmed cast iron body, flanged swing check valves or listed grooved swing check valves.

- I. Alarm check valve shall be Central Model "F" or "G" complete with trim, retard chamber and water motor alarm.
- J. Fire protection system pipe underground shall be Class 150 AWWA cast iron pipe and fittings with mechanical joints.
- K. Fittings for use underground shall be cast iron fittings conforming to either AWWA Specifications C-110, latest revisions, ANSI Specifications B16.1 and Federal Specification WW-P-421 b for 125 pound flanged fittings.
- L. Valve boxes for use with valves underground shall be piece screw-type valve box with round base.

2.2 Pipe and Fittings:

- A. All fire protection system piping inside the building shall be installed by means of screwed, flanged or welded fittings as specified herein. UL approved grooved coupling system also will be acceptable.
- B. All screwed fittings and pipe shall have threads cut to standard pipe thread dimensions.
- C. Pipe shall be properly reamed after cutting of threads.
- D. Joint compound shall be applied to male threads of the screwed pipe and fittings only.
- E. Approved expansion joints or flexible couplings shall be provided as necessary.
- F. Care shall be taken in making up pipe and fittings such that pipe does not extend into fitting sufficiently to reduce the waterway.
- G. Automatic sprinkler pipe within building shall be Schedule 40 black steel pipe or approved type thin wall pipe with welded outlets.
- H. Fittings for use in automatic sprinkler system shall be a type specifically approved for use in sprinkler systems and shall be either standard weight malleable iron screwed fittings conforming to ASTM A 157, latest revision and ANSI B16c, or standard weight cast iron screwed fittings 125 psi.

2.3 Hangers: Pipes above ground shall be supported adequately by means of hangers or by wall or floor clamps. Hangers and clamps shall be fabricated from steel or iron by a manufacturer specializing in such articles and shall be standard types suitable for the conditions of installation, subject to the following qualifications. The automatic sprinkler piping shall be supported in accordance with NFPA Bulletin No. 13, latest edition.

PART 3: EXECUTION

3.1 Preparation: Coordinate work of this Section with other affected work. The Sprinkler Contractor shall coordinate with other trades so that interference between piping, conduit, equipment, apparatus, architectural and structural work will be avoided. In case of interference developing, the A/E or his

authorized representative shall decide which equipment, piping, etc., must be relocated, regardless of which was first installed.

- 3.2 Installation - Piping:
- A. Install buried shut-off valves in valve box. Provide post indicator.
 - B. Provide double check valve assembly at sprinkler system water source connection.
 - C. Locate fire department connection with sufficient clearance from walls, obstructions, or adjacent siamese connectors to allow full swing of fire department wrench handle.
 - D. Locate outside alarm gong on building wall as indicated.
 - E. Place pipe runs to minimize obstruction to other work.
 - F. Place piping in concealed spaces above finished ceilings.
 - G. Apply strippable tape or paper cover to ensure concealed sprinkler head cover plates do not receive field paint finish.
- 3.3 Water Connection: Connect to main water supply line as indicated on plans.
- 3.4 Main Drain: Main drain valve and piping to properly drain system shall be located at the main riser and piped to open air outside the building.
- 3.5 Hydrostatic Test: This Contractor is to hydrostatically test the entire interior system to 200 PSI for a period of two (2) hours and show evidence that he has had an authorized representative of the Owner present for the test.
- 3.6 Cleaning: Flush entire piping system of foreign matter.
- 3.7 Sprinkler Installation:
- A. Sprinkler installation shall not begin until all agencies and the Architect have accepted and approved the shop drawings and submittal data.
 - B. Sprinkler installation piping shall be installed within the first 18 inches of space under the roof construction.
 - C. Sprinkler head locations shall be centered or where necessary installed at least six (6") inches from the suspended ceiling grids.
- 3.8 System Tests:
- A. Hydrostatically test entire system.
 - B. Test shall be witnessed as required by authority having jurisdiction.
- 3.9 Certificate of Approval: Upon completion of all work, this Contractor shall furnish the Owner a certificate of approval from such authorities as may have jurisdiction.

* * *

SECTION 16010: ELECTRICAL GENERAL

PART 1: GENERAL

1.1 Related Requirements:

- A. Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division O) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Separation of specifications into sections is for convenience only and is not intended to establish limits of work of liability.
- C. Regardless of titles and subdivisions herein employed, consider these specifications as one complete document with General Section applying to all other sections. All bidders are cautioned to read entire specification and to thoroughly familiarize themselves with all requirements thereof.
- D. Applicable items of other Sections shall apply to this Section as though written herein in full.

1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of complete electrical systems, complete with necessary auxiliaries, as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents. In general, the work shall consist of the following installations: Electrical services; feeders, switches and complete systems per plans; and Power wiring to all equipment.

1.3 Material and Equipment:

- A. The work, apparatus and materials which shall be furnished under these specifications and accompanying drawings shall include all items listed hereinafter and/or shown on the drawings. Certain equipment will be furnished as specified in other sections of these specifications which will require wiring thereto and/or complete installation as indicated. All materials necessary for the complete installation shall be furnished and installed by the Contractor to provide complete power, and control systems as indicated on the drawings and/or as specified herein.
- B. The Contractor shall furnish and install the necessary cables, transformers, protective devices, conductors, exterior electrical system, etc., to serve motor loads, lighting loads and miscellaneous electrical loads as indicated on the drawings.
- C. The work shall include complete testing of all equipment and wiring at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment.

- D. All material and all work which may be reasonably implied as being incidental to the work of this section shall be furnished at no extra cost.
- E. Prior to submitting quotation for electrical work, Contractor shall visit and examine the job site in order to become familiar with all existing conditions pertinent to the work to be performed thereon. No additional compensation will be allowed for failure to be so informed.
- F. It is the intent of these specifications that in all particulars, the materials and workmanship shall conform to the best practice and that the equipment and accessories as furnished and installed shall be complete and ready to operate.
- G. All materials shall be new, except where otherwise indicated, and shall conform with the standards of Underwriter's Laboratories in every case where such a standard has been established for the particular type of material in question.
- H. The drawings showing the layout of electrical work indicate approximate location of the controller and other electrical equipment, unless noted otherwise. The runs of feeders and branches are schematic only and are not intended to show the exact routing of conduits. The final determination of the routing shall be governed by structural conditions, other conditions and other construction. The electrical contractor shall consult all drawings which may affect the location of any apparatus, or equipment to avoid possible interference and any reasonable changes in the location of an apparatus or equipment, up to the time of rough-in, is reserved by the A/E, and any minor deviations shall be made without additional cost. It shall be the electrical contractor's responsibility to see that all equipment which may require maintenance from time to time, are made easily accessible. Although the location of the equipment may be shown on the drawings, the construction may disclose the fact that such location does not make its position readily accessible, in which case the electrical contractor shall call the A/E's attention to the condition before advancing the construction to a point where a change in location would require additional cost.
- I. Measurements: Because of the small scale of the drawings, it is not possible to indicate all offsets, fittings, and accessories necessary. The Contractor shall carefully investigate field conditions and make actual measurements on the job so that the controller, switches, and accessories shall fit.

1.4 Quality Assurance: Contractor's Qualifications: The Electrical Contractor must be licensed to perform such work as required by State and Local laws.

1.5

Submittals: Substitution:

- A. All material, equipment, fixtures, etc., entering into the work under this section of contract are subject to the approval or disapproval of the A/E.
- B. Materials, equipment, fixtures, etc., herein named or indicated on drawings establish the type, size, appearance and quality required of products other manufacturers must meet to be acceptable.
- C. Requests for substitutions must include necessary data to conclusively demonstrate equality in type, size, appearance, quality, etc. Any deviation in the opinion of the A/E may be cause for rejection.

1.6

Job Coordination:

- A. Contractor Coordination: The Contractor shall coordinate his work with the different trades so that interferences between conduits, piping, equipment, architectural and structural work will be avoided. All necessary offsets shall be furnished so as to take up a minimum space and all such offsets, fittings, and other materials required to accomplish this shall be furnished and installed by the Contractor without additional expense to the Owner. In case interference develops the Owner's authorized representative is to decide which equipment, piping, etc., must be relocated, regardless of which was installed first.
- B. Equipment Connections: All connections to equipment shall be made as shown, specified, and directed and in accordance with the approved shop and setting drawings, regardless of the number or size of conductors shown on the electrical drawings.

1.7

Laws, and Codes

- A. Latest edition of the following listed established standards constitute part of the specification requirements:
 - National Electrical Code (NFPA No. 70)
 - Local Power Company Requirements
 - Applicable State and Municipal Codes and Requirements
 - Underwriters' Laboratories (UL)
 - Electrical Testing Laboratories (ETL)
 - American National Standard Institute (ANSI)
 - Occupational Safety and Health Act (OSHA)
- B. Should the plans or these specifications in any way conflict with the Code, State or Local Rules, the latter are to be followed, without expense to the Owner, but the A/E shall be notified of this condition and approval secured before changes are made.

C. Upon completion of the installation, a certificate of approval from the Electrical Inspection Department having jurisdiction thereon shall be furnished to the Owner, and all fees paid by the Contractor. The certificate of inspection shall not release the Contractor from any defects to material, workmanship or installation, should any develop within one (1) year after final acceptance of the work.

1.8 Fees, Permits and Taxes: The Contractor shall apply for all permits and pay all fees incidental to the carrying on of the electrical work. This Contractor shall give notice to the proper authorities in ample time for the work to be inspected and approved as it progresses and no work shall be concealed until inspected and approved by authorized inspectors.

1.9 Record Drawings: As the work progresses, legibly record all field changes on a set of project contract drawings. When the project is complete, furnish a complete set of "as-built" drawings for the Project Record Documents, as specified in the General Conditions.

1.10 Guarantee: Upon completion of all tests and acceptance, the Contractor shall furnish the Owner a written guarantee covering all electrical work under this Contract for a period of one (1) year from date of acceptance. Upon notice from the Owner, A/E, or the Consulting Engineer during the guarantee period, the Contractor shall replace defective materials and correct faults of workmanship and repair any damage caused thereby promptly and free of any charge. Fuses and lamps are excluded from the guarantee.

PART 2: PRODUCTS AND INSTALLATION

2.1 Approvals:

A. Name of manufacturer or catalogue numbers are mentioned herein in order to establish a standard as to design and quality. Other products similar in design and of equal quality may be used if submitted to the A/E and approved by him.

B. Submittals shall be in accordance with Division 0 and 1. Written approval must be obtained before ordering or installing the following equipment:

1. Safety switches
2. Conductors
3. Circuit Breakers
4. Receptacles
5. Wire

C. Prior to submittal by the Contractor, all shop drawings shall be checked for accuracy and contract requirements. Shop drawings shall bear the date checked and shall be accompanied by a statement that the shop drawings have been examined for

conformity to specifications and drawings. This statement shall also list all discrepancies with the specifications and drawings not so checked and noted shall be returned.

- D. The A/E's check shall be only for conformance with the design concept of the project and compliance with the specification and drawings. The responsibility of, or the necessity of, furnishing materials and workmanship required by the specifications and drawings which may not be indicated on the shop drawings is included under the work of this section.
- E. The responsibility for all dimensions to be confirmed and correlated at the job site and for coordination of this work with the work of all other trades is also included under the work of this section.
- F. No material shall be ordered or shop work started until the A/E has marked the shop drawings as "no exceptions taken" or "approved as noted".
(6750)

PART 3: EXECUTION

3.1 Protection of Fixtures, Material and Equipment:

- A. Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss, except as may be caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law.
- B. Conduit openings shall be capped or plugged during installation. Fixtures and equipment shall be tightly covered and protected against dirt, moisture, chemical and mechanical injury. At the completion of the work, the fixtures, material and equipment shall be thoroughly cleaned and delivered in condition satisfactory to the A/E.

3.2 Cutting and Patching: All cutting and patching for the work of this section shall be in accordance with the requirements of the General Conditions. The Contractor shall perform all necessary cutting and patching required for the installation of work. Cutting of structural members is prohibited except with prior approval of the A/E.

3.3 Cleaning: This contractor shall promptly remove from the job site all debris, surplus and waste materials, empty crates and cartons resulting from his work.

3.4 Testing and Balancing:

- A. Test all systems and repair or replace all defective work. Make all necessary adjustments to the systems and instruct the Owner's personnel in the proper operation of the system.

- B. Balance all single phase loads connected to the panel board to insure an approximate equal division of these loads on main secondary power supply serving site.
- C. All tests shall be made in accordance with the latest standards of the IEEE and the NEC.
- D. The installation shall be tested for performance, grounds, and insulation resistance. "Megger" type instrument shall be used. Circuit continuity tests and operational tests on all equipment furnished and/or connected by him shall be made by the Contractor after such equipment has been installed.
- E. The test shall be made in the presence of the A/E or his representative. The Contractor shall notify the Owner or his representative. The Contractor shall notify the Owner and the A/E at least twenty-four (24) hours in advance of tests. The Contractor shall provide all testing equipment and all costs shall be borne by him. Written reports shall be made of all tests. All faults shall be corrected immediately.

3.5

Painting:

- A. Contractor shall touch-up or refinish all items of electrical equipment furnished with a factory finish coat of paint and which may have been damaged regardless of cause.
- B. All electrical equipment such as switches, motor controllers, etc., shall be suitably identified with micarta nameplates.
- C. All exposed clamps, hangers and miscellaneous metal surfaces are to be cleaned, primed, and painted with rustproof paint.

3.6

Directory Cards, Nameplates and Equipment Labels: Provide at the panel board and for each feeder switch or circuit breaker, neatly typed directory cards indicating the general area and type of electrical load.

* * *

SECTION 16100: WIRING SYSTEMS

PART 1: GENERAL

- 1.1 Related Documents:
- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
 - B. Refer to Section 16000, Electrical General Provisions, for related requirements. All requirements of Section 16000 are applicable to this Section.
- 1.2 Scope of Work: This section includes electrical conduit and fittings, wiring, wiring connections and terminations, switches, outlets, and covers, and accessories indicated on drawings and in specifications. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 Quality Assurance: Conform with requirements of NFPA 70-1987. All material tested and listed by Underwriters Laboratories (UL).
- 1.4 Submittals:
- A. Manufacturer's Literature: Submit for all applicable products complete with recommended installation procedures.
 - B. Submit in accordance with requirements of Section 16000 and Division 1.
- 1.5 Product Handling: Deliver all materials under protective cover and store within dry enclosed area.
- 1.6 Guarantee:
- A. Guarantee systems in perfect working order for one year after date of final acceptance, and furnish, free of cost to Owner, material and labor necessary to comply with guarantee.

PART 2: PRODUCTS

- 2.1 Conduit, Conduit Boxes, Fittings, and Supports:
- A. Rigid Steel Conduit: ANSI Standard C80.1. Zinc-coated inside and outside.
 - B. Electrical Metallic Tubing (EMT): ANSI Standard C80.3.
 - C. Intermediate Metallic Conduit (IMC): UL Standard No. 1242, zinc-coated steel only.
 - D. Flexible Metal Conduit: UL Standard No. 1, zinc-coated steel only.

- E. Fittings for Metal Conduit, Electrical Metallic Tubing, and Flexible Metal Conduit: UL Standard No. 514. Threaded type for rigid and IMC and compression type for EMT. Set-screw and crimped sleeve type are not acceptable. All ferrous fittings shall be cadmium or zinc-coated per UL 514.
- F. Outlet Boxes and Covers: UL Standard No. 514, zinc-coated if ferrous metal.
- G. Junction Boxes, Extensions, and Covers: Fed. Spec. W-J-800.
- H. Surface Metal Raceway and Fittings: Fed. Spec. W-C-582.
- I. Service Entrance Fittings: Fed. Spec. W-C-586a or UL 514.

2.2

Wire, Cable, Splices, and Terminators:

- A. Insulated Conductors: Fed. Spec. J-C-30, soft drawn, annealed, copper wire having conductivity of not less than 98 percent of that of pure copper. Provide continuous wire without welds, splices, or joints throughout its length, uniform in cross section, free from flaws, scales, or other imperfections. Wire shall be Type THW, 600 volt, unless otherwise shown or specified. Wire shall have flame retardant, moisture resistant, clean stripping characteristics and shall have lubricated surfaces, tight braids, and fadeless colors. Mark wire each two feet with size, type, voltage, and manufacturer's name.
- B. Conductor Splices: Fed. Spec. W-S-610.
- C. Friction Tape: Fed. Spec. HH-I-510.
- D. Plastic Tape: UL Standard No. 510.

2.3

Switches, Outlets, and Covers: Specification Grade, equal to Leviton. Devices listed are to establish quality, type, and rating.

- A. Toggle Switches: Fed. Spec. W-S-896 and NEMA WD-1.
Toggle Switches:
Single Pole: Leviton No. 1121-I 20A. - 120V.
Double Pole: Leviton No. 1122-I 20A. - 120V.
Three Way: Leviton No. 1123-I 20A. - 120V.
Single Pole Key: Leviton No. 1121-LI 20A. - 120V.
Three Way Key: Leviton No. 1123-LI 20A. - 120V.

Pilot Switches:
Single Pole: Square D Class 2510 w/pilot.
Double Pole: Square D Class 2510 w/pilot.
2-Speed Center Off Square D Class 2512 w/pilot.
- B. Receptacles, Grounding Type: Fed. Spec. W-C-00596 and NEMA WD-1.
Duplex: Leviton No. 5342-I 20A. - 125V.
Single, two pole, three wire, grounding NEMA: Leviton No. 5030 30A. - 125V.
5-3OR; 6-3OR; as required to match C/B: 30A. - 250V.

Weatherproof Duplex: Leviton No. 5342-I 20A. - 125V.
with 4929 cover.

- C. Switch and Receptacle Covers: Fed. Spec. W-P-455, smooth stainless steel.

2.4 Disconnect Switches: UL Standard No. 98.

- A. Heavy Duty type with general purpose or raintight enclosures as indicated. Provide NEMA type 3R enclosures for switches exposed to weather.
- B. Provide cartridge type fusible disconnect switches where indicated, or as required by National Electrical Code.
- C. All fuse holders, 600 amp and below, shall have fuse rejection feature to reject all fuses, except Class "R".

2.5 Fuses: UL Class R, type RK1, current-limiting and time delay.

2.6 Cable Ties: T&B Ty-Rap cable ties, or approved equal.

PART 3: EXECUTION

3.1 Temporary Electrical Service:

- A. Comply with requirements of Division 1.
- B. Make necessary arrangements for furnishing temporary electrical service and conduits as required by various subcontractors. Provide adequate lighting circuits for construction, painting, etc. as required by A/E. Service shall comply with all Federal, State, and local Safety regulations.

3.2 Conduit:

- A. Branch circuit conduit routing shown on Drawings is diagrammatic only and shall not be interpreted to indicate exact routing of conduits, but rather connection sequence of various outlets. Route all concealed conduits directly from outlet to outlet, keeping runs as short as possible.
- B. Unless indicated otherwise, run all wiring in hot dipped galvanized thin wall or rigid conduit. Rigid conduit shall be type with galvanized threads. Use rigid conduit for underground, in concrete, where exposed to weather, hazardous areas, and elsewhere as noted. Use thin wall conduit (EMT) for all other runs.
- C. Make final connection to all motorized equipment, etc. with flexible conduit (Greenfield for indoor and Seal-Tite for outdoor), minimum 24 inches long. Install in manner to provide slack in the flexible connection.

- D. Use expansion joint conduit fittings where any conduit run in floor slab crosses an expansion joint. Use type with continuous electrical ground.
- E. Firmly secure conduits not embedded in concrete and vertical risers in shafts and chases by means of approved clamps, hangers, etc.
- F. Conceal conduits where feasible in all parts of building except in equipment rooms. Where conduit runs are exposed, run conduit neatly and parallel with lines of building.
- G. Firmly secure in place by means of approved hangers, straps, and screws. Neatly rack multiple exposed conduits and secure with Kindorf channel made for this purpose. Secure single runs of exposed conduit with individual malleable, one-hole pipe straps.
- H. Size and install conduits so that conductors may be drawn without injury. Where they enter panel boxes, pull boxes, support boxes, or outlet boxes, secure conduits in place by galvanized locknuts inside and outside with galvanized bushings inside, except that, for conduits 1-1/4 inches and larger, use insulating bushings. Provide pull boxes as required. All EMT conduit couplings shall be compression type designed for use with threadless thin-wall conduit.
- I. Ream conduit ends and keep sealed and dry during construction. Swab conduits clean and use approved lubricants for pulling wire. Make bends in conduit with approved bending devices.

3.3 Sleeves, Inserts, and Thimbles: Furnish sleeves, inserts, thimbles, anchor bolts, etc., for all conduit work, etc., that require same. Location is responsibility of Contractor.

3.4 Outlet Boxes:

- A. Provide, at every outlet, a hot dipped galvanized steel outlet box of approved design and construction, and of such form and dimension best adapted to specific location, kind of fixture or device used, and number, size, and arrangement of conduits connecting to the box.
- B. All outlet boxes require cover plates. Provide covers of such construction and design to exactly fit and match outlet box on which installed. Arrange covers at switch boxes, etc., for easy adjustment for alignment with wall and finish. At pull boxes, junction boxes, and other outlet boxes to which no fixture or device is to be attached, fit boxes with blank covers and paint to match surroundings. Use raised type covers on exposed boxes and finished type covers (to match device covers) for all pull and junction boxes in finished areas.
- C. Verify swing of all doors prior to rough-in of wall switches. Install all light switches on strike side of door. If conflict arises, notify A/E.
- D. Firmly anchor outlet boxes in place and provide with approved fixture studs where required. Apply studs to boxes from rear and securely bolt to box.

3.5 Junction Boxes: Provide at every junction, a box of approved design and construction, and of such form and dimension best adapted to specific location, number, size and arrangement of conduits and wires connecting thereto. Use weatherproof cast boxes for exterior work.

3.6 Wire:

- A. General: All conductors shall be copper.
- B. Use no conductors smaller than No. 12 wire for lighting, switch leg, and power purposes. Wires No. 8 or larger shall be stranded.
- C. Low voltage temperature control wiring may be No. 18 AWG in separate conduit.
- D. Use the color code indicated below consistently throughout the electrical system installation.

Conductor	Voltage
	120/240
Phase A	Black
Phase B	Red
Neutral	White
Equipment Ground	Green

- 1. Use colored insulation conductors for sizes No. 10 and smaller.
- 2. For conductors larger than No. 8, tape each conductor identifying color for a length of at least 6 inches in all junction boxes, outlet boxes, switch boxes panels, or other enclosures.
- 3. Bonding and grounding conductors shall have green insulation. Sizes No. 4 and larger may be topped with half-lapped green plastic tape, a minimum of 6 inches on all conductors, in pull-boxes, junction-boxes, panelboards, switchboards, or other enclosures.
- 4. Color coding shall be evident in all boxes, panelboards, and other enclosures.
- E. Where it is necessary to make splice in wiring run, splice shall be in approved junction and/or pull box and located on Record Drawings. Make joints and splices in conductors No. 10 AWG and smaller with approved insulated spring twist connectors, for larger sizes bolted or wedge-type connectors. Make taps from main feeders with UL approved cast copper alloy solderless connectors.
- F. Tie wiring groups with non-conductive ties.

3.7 Wiring Devices:

- A. Color: Verify color requirements prior to purchase.
- B. Provide plates for all devices. Where devices are installed in exposed boxes, use galvanized steel plates of a type designed to fit the box.

- C. Mounting Heights: Use the following mounting heights to center of box above finished floor, unless otherwise indicated. Other mounting heights are indicated on Drawings by detail or by a plus dimension shown adjacent to the symbol.
1. Switches: 48 inches, nominal.
 2. Convenience Outlets & Similar Devices: 18 inches, nominal
 3. Safety Switches: 48 inches to operate, or near equipment.
 4. Panelboards: 72 inches to top, nominal.
 5. Telephone Outlets: 18 inches, nominal; 48 inches at pay pone.
 6. Clock Outlets: 12 inches below ceiling or as indicated.
 7. Room Thermostats: 48 inches, or as indicated.

3.8

Motors, Controls, and Wiring:

- A. Unless specifically indicated otherwise, all motors, drive belts, pulleys, etc. shall be furnished and installed by appropriate equipment subcontractors.
- B. Provide fusible safety disconnect switch at each item of equipment noted, and in addition, as required by NEC.
- C. All motor starters, control devices, certain temperature controls, interlocks, etc. shall be furnished by appropriate equipment subcontractors, unless noted otherwise, and shall be installed and connected under this Section. Contractors furnishing equipment shall provide wiring diagrams, etc. for electrical connections.

3.9

Safety and Disconnect Switches:

- A. Mount safety and disconnect switches securely, neatly, close to equipment served. Where safety and disconnect switches are mounted on equipment, verify that switch or connecting conduit does not impair operation or service of equipment to which device is mounted.
- B. Replace all "blown" fuses during construction and warranty period.
- C. Permanently label all safety and disconnect switches with manufacturer's name, switch rating, voltage, etc. and permanently identify (as to equipment served) with 1-inch plastic laminate engraved nameplates. Nameplates are not required at equipment mounted disconnects.

3.10

Grounding: Effectively, separately, and permanently ground all conduit work, motors, starters, panelboards, all mechanical equipment, etc. in accordance with State, Local, and National Codes and as indicated on Drawings.

3.11

Testing and Adjusting:

- A. Thoroughly test all systems upon completion of installation and perform all adjustments necessary to place systems in first class operating condition. Systems shall test free from grounds and short circuits and shall be clear and free of all defects.
- B. Balance all single phase loads connected to lighting and power panelboards, panels, etc., to within 10% per each phase. Take precautions not to overload neutral conductors.
- C. Demonstrate all systems, upon completion of same, to Owner and A/E.
- D. Fire Alarm System: Fire alarm supplier shall certify in writing that the fire alarm system and each device have been tested and are in proper operating condition.

3.12

Operating and Maintenance Data:

- A. Comply with requirements of Section 01730, Operating and Maintenance Data.
- B. Instruct Owner's delegated personnel in the operation, adjustment, and maintenance of all electrical products, equipment, and systems, including proper method of relamping each lighting fixture.

3.13

Existing Conditions:

- A. Coordinate to remove existing service entrance equipment and electrical equipment, wiring, and conduit as required or implied by Drawings.
- B. Reference Building Demolition Section.

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SECTION 16770: PUBLIC ADDRESS SYSTEM

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: The sound amplification system shall be designed to serve a large variety of events. The system shall provide maximum uniformity of sound coverage with a high level of sound reinforcement. Provide all electrical and structural items required for a complete system.
- 1.3 Submittals:
- A. Furnish product data on each item.
 - B. Submit in accordance with requirements of Division 1.
 - C. Submit shop drawings in accordance with the conditions of the contract on the system and all its components including wiring diagrams, schematics and interconnections, plus loudspeaker mounting arrangements, control facilities and equipment rack.
 - D. The manufacturer shall furnish a minimum of three (3) complete sets of operating instructions and service maintenance manuals in accordance with the conditions of the contract and as modified hereafter. This shall include internal schematics and wiring diagrams. The information in the manuals and on the drawings shall be sufficiently detailed to allow a technician of normal competence to understand, install, operate, maintain, calibrate and repair the equipment.
- 1.4 Product Handling: Carefully deliver, handle and store all items to prevent damage. Replace damaged or unacceptable items at no additional cost to owner.

PART 2: PRODUCTS

- 2.1 Public Address System:
- A. The equipment furnished under this specification shall be the standard product from one manufacturer and shall be equal in every way to that manufactured by TOA Electronics, Inc. Catalogue and model numbers are intended to indicate type and quality of design and materials as well as exact operating features required. All components shall have a five (5) year warranty.
 - B. Equipment List:
 - 1. Digital Matrix Mixer, 8 in x 8 out, M-9000M2, Qty: 1.

2. Dual Mic/Line Input Module with DSP, provides four channels for microphones, D-001T, Qty: 2.
3. Multi-Channel Power Amplifier 550W Bridge 1100 watts at 8 ohms, four channels total for powering speakers, DA-550F, Qty: 2.
4. Variable Dispersion Speaker, continuous power rated at 750 watts at 8 ohms, HX-7B, Qty: 2.
5. Hanging Bracket (ceiling mount), HY-PF7B, Qty: 2.
6. Rechargeable UHF Hand-Held Dynamic Mic Transmitter (aligned to UHF channels 50 & 51), WM-5265 E01, Qty: 2.
7. Rechargeable UHF Hand-Held Dynamic Mic Transmitter (aligned to UHF channel 35), WM-5265 H01, Qty: 1.
8. True Diversity Tuner (aligned to UHF channels 50 & 51), WT-5800 E01, Qty: 2.
9. True Diversity Tuner (aligned to UHF channel 35), WT-5800 H01, Qty: 1.
10. Equipment rack equal to Atlas Sound Model Series 340-21B with door and key.

PART 3: EXECUTION

3.1 Inspection: Examine all subsurfaces to receive Work. Verify proper openings, blocking, fit of millwork, etc. Furnish and install all anchorage devices required to install all items complete.

3.2 Installation:

- A. Install in accordance with manufacturer's recommendations and shop drawings. Provide anchorage in ample time when required to be built in by other trades. All concealed-mounting and wall-mounted items shall be securely fastened to solid backing or blocking.
- B. The Contractor shall furnish all labor, materials, tools and equipment necessary for complete installation and checkout of the sound amplification system as shown on the drawings and specifications herein. All materials and or equipment necessary for proper operation of the system not specified herein shall be deemed part of the specification. The contractor shall furnish evidence of having successfully completed at least two similar projects.
- C. The installation shall comply with the National Electrical Safety Code, National Electric Code as locally amended and local rules, regulations or codes that have jurisdiction. All work shall be accomplished in a neat and workmanlike manner using qualified workman. The electrical contractor shall furnish and install all required conduit, cable trays, raceways, boxes, enclosures, fittings, and wiring supports as necessary.

1. A competent field supervisor shall be present on the site during all phases of installation and checkout. This supervisor shall be the same individual throughout the execution of the job unless severe illness, loss of personnel, or other circumstances beyond the contractor's control intervene.
 2. Furnish all material and equipment and perform all work required for checkout including the initial tests and adjustments, response, equalization and the support of the acceptance tests set forth.
- D. Contractor must make available to the purchaser a local Service Department of a duly authorized distributor of the equipment manufacturer, which is to stock the manufacturer's standard parts. On-the-premises maintenance is to be provided during normal working hours at no cost to the purchaser for a period of twelve (12) months from date of completion of installation unless damage is caused by misuse, abuse or accident. On-the-premises service furnished at other than normal working hours must also be available and may be charged for by the manufacturer's distributor at current low rates.
- E. Wiring: All wiring to be as directed by manufacturer and conform with the National Electric Code. Terminations of wire are to be made on barrier type screw terminals. No pigtail splices or solder type connections will be acceptable. All wire and cable shall be heavy duty, weatherproof type and water, acid and heat resistant.
- 3.3 Test all items for proper operation. Leave all items in perfect operating conditions or replace at no cost to Owner.
- 3.4 Clean all surfaces in accordance with manufacturer's instructions. Protect all items from damage until acceptance of Project. Instruct the Owner's delegated representatives in the care, use, and maintenance of unit.
- 3.5 Proof of the systems performance shall be the sole responsibility of the Electronics systems Subcontractor as outlined in this section. The system shall be tested and demonstrated to equal or exceed the specified system criteria.

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