

**EAST BATON ROUGE PARISH
COUNCIL ON AGING**

DRAINAGE & PAVING REPAIRS

**THE DUMAS HOUSE
1313 N Sherwood Forest Blvd
Baton Rouge, LA 70815**



Derryl Didier, Architect & Associates, LLC

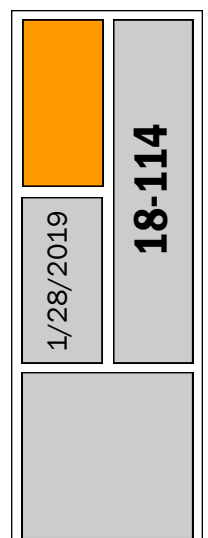


TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

INVITATION TO BID
INSTRUCTIONS TO BIDDERS
BID REQUIREMENT DOCUMENTS
PUBLIC BID FORM
AIA 310-2010 BID BOND
NON-COLLUSIVE AFFIDAVIT
DBE COMPLIANCE DIRECTIVE
CONTRACTING FORMS AND SUPPLEMENTS
GENERAL CONDITIONS
A201-2017 AIA GENERAL CONDITIONS
SUPPLEMENTARY CONDITIONS
AIA 104-2017 SAMPLE CONTRACT B.W OWNER AND CONTRACTOR

DIVISION 01 - GENERAL REQUIREMENTS

01 11 00 SUMMARY OF WORK
01 12 13 SUMMARY OF CONTRACTS
01 12 16 WORK SEQUENCE
01 14 16 COORDINATION WITH OCCUPANTS
01 14 19 JOB SITE ADMINISTRATION
01 23 00 ALTERNATES
01 26 49 MODIFICATION PROCEDURES
01 29 73 SCHEDULE OF VALUES
01 29 76 APPLICATION FOR PAYMENT AND MATERIAL INVOICES
01 31 13 COORDINATION
01 31 19 PROJECT MEETINGS
01 32 16 CONSTRUCTION PROGRESS SCHEDULE
01 33 23 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
01 41 00 REGULATORY REQUIREMENTS
01 45 16 PROOF ROLLING
01 45 23 TESTING AND INSPECTION SERVICES
01 45 29 TESTING LABORATORY SERVICES
01 50 00 TEMPORARY FACILITIES AND CONTROLS
01 56 00 BARRIERS
01 62 00 PRODUCT OPTIONS AND SUBSTITUTIONS
01 66 00 PRODUCT HANDLING
01 71 23 FIELD ENGINEERING
01 73 29 CUTTING AND PATCHING
01 74 13 CLEANING UP
01 77 19 CONTRACT CLOSEOUT

DIVISION 02 - EXISTING CONDITIONS

02 41 00 DEMOLITION

DIVISION 22- PLUMBING

22 11 13 WATER DISTRIBUTION

DIVISION 31- EARTHWORK METHODS

31 05 23 CEMENT AND CONCRETE
31 11 00 CLEARING AND GRUBBING
31 22 16 BACKFILLING AND FINISHED GRADING
31 23 00 SITE EXCAVATION
31 23 33 EXCAVATION AND BACKFILLING FOR SERVICE UTILITIES

DIVISION 32- EXTERIOR IMPROVEMENTS

32 13 13 PORTLAND CEMENT CONCRETE PAVING
32 17 23 PAVEMENT MARKING

DIVISION 33- UTILITIES

33 42 00 STORM DRAINAGE SYSTEMS
33 42 27 STORM DRAINAGE MANHOLES

DIVISION 0 - BID REQUIREMENTS

SECTION 00 03 00 INVITATION FOR BIDS

PART 1 - GENERAL

- 1.01 Sealed bids will be received at the East Baton Rouge Parish Council on Aging located at 5790 Florida Blvd, Baton Rouge, LA 70806 until 2:00 PM local time on March 19, 2019, for the following project:

Drainage & Paving Repairs to the Dumas House

- 1.02 A Pre-Bid Conference will be held at 6955 Florida Blvd., Baton Rouge, LA 70806, March 7, 2019 at 10:00 AM local time.
- 1.03 Bids will be publicly opened and read aloud at the above stated time and place.
- 1.04 Complete bid documents may be reviewed at the following locations:

The Housing Authority Market Place

https://ha.economicengine.com/requests.html?company_id=60574&nocache=33515166

- 1.05 Complete bid documents may be obtained from:

The Housing Authority Market Place

https://ha.economicengine.com/requests.html?company_id=60574&nocache=33515166

Didier Architecture: 17531 Old Jefferson Hwy, Ste C Prairieville, LA 70769

by General Contractors upon deposit of \$ 125 for each set of documents. Deposit on the first two sets are fully refundable to bona fide Prime Bidders (i.e., those who have submitted a qualified bid) upon return of documents, complete and in good condition, no later than 10 days after bid date. Fifty percent of the deposit on all other sets of documents will be refunded upon return of documents as stated above.

- 1.06 All bids must be accompanied by bid security equal to 5% of the sum of the base bid and all alternates, and must be in the form of a certified check, cashier's check, or Bid Bond Form written by a company licensed to do business in Louisiana, 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 this state. Surety represents that it is listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies and that it is listed thereon as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument. No Bid Bond indicating an obligation of less than 5% by any method is acceptable. Checks or bonds are to be payable to the Housing Authority of East Baton Rouge Parish.

- 1.07 The successful Bidder shall be required to furnish a Performance Bond and a Payment Bond written by a company licensed to do business in Louisiana, each in an amount equal to 100% of the Contract sum, and who is currently on the U.S. Department of the Treasury Financial Management Service List and complies with R.S. 38:2219. The bond shall not be accepted if written for an amount exceeding the amount listed in the Treasury Financial Management Service List. The bond shall be countersigned by a person who is under contract with the surety company or bond issuer as an agent of the company or issuer, and who is licensed as an insurance agent in this State, and who is residing in this State. The agents name, address and telephone number must be listed on the face of the bonds.
- 1.08 Bids shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2163 for the classification of **Building Construction**. No bid may be withdrawn for a period of 45 days after receipt of bids without the consent of the East Baton Rouge Parish Council on Aging.
- 1.09 Attention is called to the provisions for equal employment opportunity as set forth in the specifications.
- 1.10 The East Baton Rouge Parish Council on Aging reserves the right to reject any or all bids or to waive any informalities in the bidding.

END OF SECTION 00 03 00

Advertisement Dates:

INSTRUCTIONS TO BIDDERS

1. INSPECTION OF SITE

Before submitting his proposal, bidder must inspect the existing conditions at the site of the proposed construction and become fully informed as to the facilities, difficulties and restrictions pertaining to the execution of the work. No additional compensation will be granted for work on items omitted from his proposal due to failure to inform himself of the conditions affecting the performance of the work included in the contract that are necessary to carry out and satisfactorily complete the work included herein.

2. ADDENDA

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

Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If it is necessary to issue an addendum within the seventy-two (72) hour period prior to receipt of bids, the opening of such bids shall be extended exactly one week, without the requirement of readvertising.

Each Bidder shall ascertain from the Architect prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt on the Proposal Form.

3. SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

No substitution will be considered unless written request for approval has been submitted by the proposer and has been received by the Architect (derryl@didierarch.com or matthew@didierarch.com) at least ten (10) days prior to the day for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included.

The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

4. LEAD BASED PAINT

No paint product containing lead shall be used on this project. No building material pre-finished using lead based paint shall be incorporated into the work of this project.

5. ASBESTOS

No asbestos containing building material shall be incorporated into the work of this project. Existing site and improvements have already been abated to remove asbestos.

6. U.S. TREASURY LIST FOR SURETY

Surety must be licensed to do business in Louisiana and must be listed in U.S. Treasury Circular No. 570 as a government approved surety.

7. GENERAL CONTRACTOR

Wherever the term General Contractor is used herein, the reference for this project is to the prime contractor. For this project, the prime contractor is **Building Construction**. This Contractor must be licensed to perform work in the State of Louisiana as stated in the Advertisement for Bids.

8. BID DOCUMENTS

The bid documents include the following:

- a) Specifications; Bidding Requirements through Division 32, dated January 28, 2019.
- b) Drawings: dated January 28, 2019 as enumerated on Sheet G1 of the set of Documents.
- c) Addenda issued during the bid period and acknowledged in the Bid Form.

9. PERFORMANCE AND PAYMENT BOND

The Contractor shall furnish and pay for a performance and a payment bond written by a company licensed to do business in Louisiana, each in an amount equal to 100% of the Contract Sum.

The Bidder shall deliver the required bonds to the Owner simultaneous with the execution of the Contract.

The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney.

Form of Bond shall be as defined hereinafter in these specifications.

The name, address and telephone number of the Attorney-in-Fact and a copy of the license to do business in Louisiana shall be included with all bonds on this project.

END OF INSTRUCTIONS TO BIDDERS

BID REQUIREMENT DOCUMENTS

The following list of documents are required:

Documents to be turned in with the Bid (To be submitted to specified location as noted in Bid Documents):

- Bid Form
- Bid Bond

Documents required 10 Days after Bid (To be submitted to Architect):

- Non-Collusive Affidavit
- DBE Compliance Documentation

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: East Baton Rouge Parish Council on Aging
6955 Florida Blvd
Baton Rouge, Louisiana 70806

(Owner to provide name and address of owner)

BID FOR: Dumas House Drainage & Paving Repairs
1313 Sherwood Forest Blvd
Baton Rouge, Louisiana 70815

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

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Didier Architecture, 17531 Old Jefferson Hwy, Ste C, Prairieville, Louisiana 70769 and dated: January 28, 2019.

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

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

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

_____ Dollars (\$ _____)

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

Alternate No. 1: ADD Chamber Systems SC-310 (east) & SC-740 (west), ADS Project #S114126, See Product Information for reference provided on Plan Sheet C8.2.
_____ Dollars (\$ _____)

Alternate No. 2: ADD 3'-6" Single Trap Storm Trap (33 units), Project #3-6- Baton Rouge as indicated on plans. for the lump sum of:
_____ Dollars (\$ _____)

Alternate No. 3: ADD Remove and replace existing western drain line with required pavement work denoted on plans for the lump sum of:
_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

** 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 La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

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

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

East Baton Rouge Parish Council on Aging
6955 Florida Blvd.
Baton Rouge, LA 70806

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

Drainage and Paving Repairs The Dumas House
1313 Sherwood Forest Blvd
Baton Rouge, LA 70815

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

(Witness)

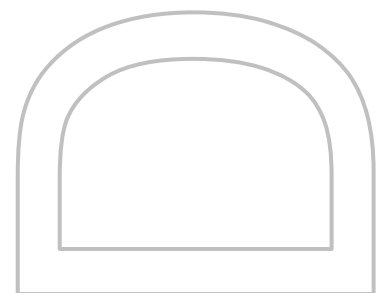
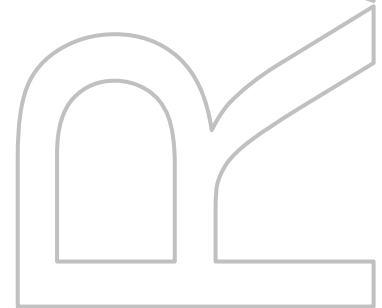
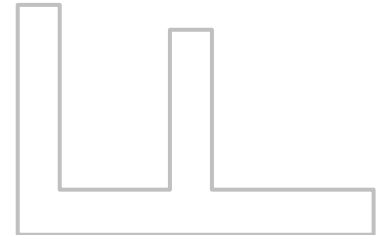
(Witness)

(Contractor as Principal) (Seal)

(Title)

(Surety) (Seal)

(Title)



NON-COLLUSIVE AFFIDAVIT

State of Louisiana, Parish of East Baton Rouge

_____, being first duly sworn deposes and says:

That he/she is _____ (owner, partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the East Baton Rouge Parish Council on Aging, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder

Printed Name

Title

(Affix Corporate seal if required)

Subscribed and sworn to before me this _____ day of _____, 2018.

My commission expires_____.
(Notary seal required)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

1. DBE Compliance: The COA's DBE Program applies to this contract. It is the policy of the COA to practice nondiscrimination based on social and economic disadvantage, race, color, disability, national origin, gender, identity, sex, age, disability, marital status, sexual orientation, religion or veteran status. All firms qualifying under this solicitation are encouraged to submit proposals/bids. Award of this contract is conditioned upon the apparent lowest bidder satisfying the COA DBE Program goal assigned to this particular contract. The offeror/bidder shall agree to use its best efforts, as determined by the COA in accordance with the factors set forth in the DBE Program to meet the contract goal for DBE participation in the performance of this contract.
2. DBE Participation Goal: A goal of 25% DBE utilization applies to this contract.
3. DBE Participation: The Apparent Lowest Bidder is expected to submit the following information within ten (10) days after the bid opening regarding public works reflecting:
 - a. The names and addresses of all DBE firms that will participate in the contract together with evidence of DBE certification;
 - b. The dollar amount commitment of the participation of each DBE firm participating in the contract;
 - c. Written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (a) and (b) above; and,
 - d. If the contract target goal is not met, written evidence of best efforts used.
4. Upon receipt of the above-referenced materials, the COA shall then determine whether the lowest bidder/proposer has satisfied the DBE contract goal or if it has not, it has demonstrated a satisfactory good faith effort to comply. If it is determined by the COA that the lowest bidder/proposer has not satisfied the DBE contract goal or shown satisfactory good faith effort to do so, the bid may be rejected as non-responsive to the DBE contract goal, and consideration may then be given to the next apparent lowest bidder. Such determination by the COA will be subject only to review on the basis of an "arbitrary and capricious" standard. The procedure set forth in this section shall be repeated with each successive apparent lowest bidder until the lowest bidder satisfying the DBE contract goal or showing satisfactory good faith effort is determined.
5. Good Faith Efforts: A Bidder's compliance with the requirement to make Good Faith Efforts to locate and engage the services of DBE businesses in connection with the Project shall be a matter of Bidder responsiveness. The Bidder can demonstrate that it has complied with the requirement by certifying to the COA or his/her designee in writing, . that as of the date of the bid submittal:
 1. the Bidder has selected and engaged the services of DBEs, in which case the certification shall include:

- a. the names and addresses of those enterprises engaged by the Bidder,
 - b. the value of the subcontract, and
 - c. a description of the work on the Project to be performed by such firm(s) and/or individuals, or
 - 11. if despite the Bidder's Good Faith Efforts, the Bidder was not able to select and engage the services of such enterprises, in which case the Bidder is expected to include in its written certification the following:
 - a. affirmation that, prior to determining that it was unable to locate DBEs, the bidder consulted business registries identifying DBEs,
 - b. a copy of the written notifications sent to DBEs soliciting their interest in being a subcontractor or supplier on the Project,
 - c. the names, addresses, and telephone numbers of DBEs contacted, the date of such contact and the date set for receipt of bids from those businesses,
 - d. a copy of the information or a description of the information provided to DBEs regarding the plans and specifications for the work proposed to be subcontracted and how that information could be accessed;
 - e. a statement from the Bidder explaining why any DBEs contacted by bidder were not engaged
6. Calculations: DBE participation will be counted toward meeting the goals as follows:
- a. The total dollar value of a direct contract or subcontract or indirect subcontract awarded to a certified DBE will be counted toward the applicable goal.
 - b. In the case of a joint venture, the portion of the total dollar value of the contract equal to the percentage of the ownership and control of the DBE in the joint venture will be counted toward the applicable goal.
 - c. Only DBEs that perform a commercially useful function in the work of a contract or subcontract or indirect subcontract will be counted toward the DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of work of a contract or subcontract and carries out its responsibilities by performing, managing, and supervising the work involved. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE is presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption.
 - d. The total dollar value of materials and supplies obtained from DBE suppliers and manufacturers will be counted toward DBE goals if the DBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

Signature / Acceptance Page:

I certify that I have read this **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM Compliance plan and will work to implement all aspects of this program.**

Signature: _____

Printed Name: _____

Date: _____

SECTION 00 50 00
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 00 72 00 - General Conditions for the General Conditions.
- B. See Section 00 73 00 - Supplementary Conditions for the Supplementary Conditions.
- C. The General Conditions are based on AIA A201, 2017 Edition.

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
- B. Bond Forms:
 - 1. Performance Bond: AIA A312 and Payment Bond: AIA A312.
- C. Post-Award Certificates and Other Forms:
 - 1. Schedule of Values Form: AIA G703.
 - 2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- D. Clarification and Modification Forms:
 - 1. Change Order Form: AIA G701.
- E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704.

1.03 REFERENCE STANDARDS

- A. AIA A201 - General Conditions of the Contract for Construction; 2017.
- B. AIA A312 - Performance Bond and Payment Bond; 2010.
- C. AIA G701 - Change Order; 2017.
- D. AIA G702 - Application and Certificate for Payment; 1992.
- E. AIA G703 - Continuation Sheet; 1992.
- F. AIA G704 - Certificate of Substantial Completion; 2017.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

END OF SECTION

SECTION 00 72 00
GENERAL CONDITIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This specification together with the General Conditions and the accompanying drawings is intended to cover the materials and methods of workmanship entering into the Construction of the Drainage and Paving Repairs to The Dumas House.
- B. The work to be performed under this contract shall be more fully described under Division 01, GENERAL REQUIREMENTS, "Summary of Work" section of these specifications.
- C. Unless otherwise specifically noted, the Contractor shall supply all labor, transportation, materials, equipment, tools, supplies, and utilities necessary for the prosecution of and the completion of the work as shown on the drawings and described in these specifications.

1.02 STANDARD AIA FORMS

- A. The General Conditions of the Contract for Construction, Article 1 through 15 (Page 1 through 39 inclusive), a standard document of the American Institute of Architects, A.I.A. Document A201, 2017 edition, is hereby made a part of these specifications whether or not bound herein and is the General Conditions on which all contract work shall be based.
- B. Refer to Section 00 50 00 CONTRACTING FORMS AND SUPPLEMENTS.
- C. Copies of the above documents may be reviewed at the Architect's office.

END OF SECTION

AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

COA- Dumas House Drainage and Paving Repairs
Baton Rouge, LA 1313 N Sherwood Forest Blvd
Baton Rouge, LA 70815

THE OWNER:

(Name, legal status and address)

East Baton Rouge Parish Council on Aging
5790 Florida Blvd.
Baton Rouge, LA 70806

THE ARCHITECT:

(Name, legal status and address)

Didier Architecture
17531 Old Jefferson Hwy, Ste C
Prairieville, LA 70769

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

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

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15 CLAIMS AND DISPUTES



INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

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

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

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

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,
3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and
Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,
9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

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

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

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

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

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

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, **6.1.2**
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,
10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors
and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2,
9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

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

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

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

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.4

Costs

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

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate
Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

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

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

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

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,
Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1

Definitions

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

Delays and Extensions of Time

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

Digital Data Use and Transmission

1.7

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

Emergencies

10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

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

Execution and Progress of the Work

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

Extensions of Time

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

Failure of Payment

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

Final Completion and Final Payment

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, 10.3

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

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

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,

11

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

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

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

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

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, 10.3

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

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

Mediation

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

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

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

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

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

Notice

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

Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3

Notice of Claims

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

Notice of Testing and Inspections
13.4.1, 13.4.2

Observations, Contractor's
3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

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

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

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

Owner's Authority

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

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

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

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to

Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

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

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

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

Payment, Certificates for

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

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

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

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives
4.2.10

Property Insurance
10.2.5, 11.2

Proposal Requirements
1.1.1

PROTECTION OF PERSONS AND PROPERTY **10**

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,
15.4

Rejection of Work
4.2.6, 12.2.1

Releases and Waivers of Liens
9.3.1, 9.10.2

Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field
Conditions by Contractor**
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and
Samples by Contractor
3.12

Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4

Royalties, Patents and Copyrights
3.17

Rules and Notices for Arbitration
15.4.1

Safety of Persons and Property
10.2, 10.4

Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of
3.12.3

Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7

Samples at the Site, Documents and
3.11

Schedule of Values
9.2, 9.3.1

Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of
6.1.1

Shop Drawings, Definition of
3.12.1

Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7

Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

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

Special Inspections and Testing
4.2.6, 12.2.1, 13.4

Specifications, Definition of
1.1.6

Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations
15.1.2, 15.4.1.1

Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of
5.1.1

SUBCONTRACTORS **5**

Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,
9.3.1.2, 9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule
3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
6.1.1, 11.3

Substances, Hazardous
10.3

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 15.1.2

Substantial Completion, Definition of
9.8.1

Substitution of Subcontractors
5.2.3, 5.2.4

Substitution of Architect
2.3.3

Substitutions of Materials
3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions
3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,

7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,

9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,

15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,

10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,
15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not

have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the

Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;

- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds

of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the

other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

SUPPLEMENTARY CONDITIONS

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

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

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1. The Contract Documents

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

1.1.8 Initial Decision Maker

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

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

1.5.1 Delete the first sentence of the paragraph.

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

1.7 DIGITAL DATA USE AND TRANSMISSION

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

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Delete Section 1.8.

ARTICLE 2

OWNER

2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

Delete Section 2.2.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

Delete Section 2.3.2 and substitute the following:

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

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

ARTICLE 3

CONTRACTOR

3.4 LABOR AND MATERIALS

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

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

3.5 WARRANTY

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

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

3.7.1 Delete Section 3.7.1.

3.7.2 In Section 3.7.2, replace the word “public” with the word “State”.

Delete Section 3.7.5 and substitute the following:

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

3.8 ALLOWANCES

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

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

3.9 SUPERINTENDENT

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

3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

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

3.10.3 In the first sentence, delete the word “general”.

After the first sentence, add the following:

If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory.

Such default may be considered grounds for termination by the Owner for cause in accordance with Section 14.2.

Add the following Sections:

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

3.10.5 In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

ARTICLE 4

ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

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

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

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

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

ARTICLE 5

SUBCONTRACTORS

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

Delete Section 5.2.1, and substitute the following:

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

Delete Section 5.2.2, and substitute the following:

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

Delete Sections 5.2.3 and 5.2.4 and substitute the following:

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

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Sections 5.4, 5.4.1, 5.4.2 and 5.4.3

ARTICLE 7

CHANGES IN THE WORK

7.1 GENERAL

Add the following Sections:

- 7.1.4 As part of the pre-construction conference submittals, the Contractor shall submit the following prior to the Contractor's initial request for payment:
 - 7.1.4.1 Fixed job site overhead cost itemized with documentation to support daily rates.
 - 7.1.4.2 Bond Premium Rate with supporting information from the General Contractor's carrier.
 - 7.1.4.3 Labor Burden by trade for both Subcontractors and General Contractor. The Labor Burden shall be supported by the Worker's Compensation and Employer's Liability Insurance Policy Information Page. Provide for all trades.
 - 7.1.4.4 Internal Rate Charges for all significant company owned equipment.
- 7.1.5 If the General Contractor fails to submit the aforementioned documentation as part of the pre-construction submittals, then pay applications shall not be processed until such time as the Owner receives this information.

7.2 CHANGE ORDERS

Delete Section 7.2.1, and substitute the following Sections:

- 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, the Architect, and the Contractor issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any reservation of rights, stipulation, or other modification made on the change order by the contractor shall have no effect.
- 7.2.2 "Cost of the Work" for the purpose of Change Orders shall be the eligible costs required to be incurred in performance of the Work and paid by the Contractor and Subcontractors which eligible costs shall be limited to:
 - 7.2.2.1 Actual wages paid directly to labor personnel, with a labor burden markup exclusively limited to applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes for those labor personnel performing the Work. Wages shall be the basic hourly labor rate paid an employee exclusive of fringe benefits or other employee costs. The labor burden percentage for the "Cost of the Work" is limited to categories listed herein. Employer-provided health insurance, fringe benefits, employee training (whether a requirement of employment or not), vacation pay, etc., are examples of

ineligible labor burden costs which ***shall not*** be included, as these costs are already compensated by the Overhead and Profit markup.

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

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

7.2.2.3 Cost of each necessary piece of machinery and equipment required to perform the Work, identifying each item and its individual cost, including taxes. Incidental small tools of a specific trade (i.e., shovels, saws, hammers, air compressors, etc.) and general use vehicles, such as pickup trucks even for moving items around the site, fuel for these general use vehicles, travel, lodging, and/or meals are not eligible and shall not be included.

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

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

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

The credit to the Owner resulting from a change in the Work shall be the sum of those items above, except credit will not be required for Overhead and Profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall only be computed on the net extra cost to the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2.9 When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as submitted by the Contractor and approved by the Architect. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit.

7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

Delete Section 7.3.9 and substitute the following:

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

ARTICLE 8

TIME

8.1 DEFINITIONS

Add the following:

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

8.2 PROGRESS AND COMPLETION

Add to Section 8.2.1 the following:

Completion of the Work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. **Contract time for this project will be 180 Consecutive Calendar Days.** The Contractor agrees to commence Work not later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturdays, Sundays and holidays included) of delay until the Work is substantially complete. **Liquidated damages for this project will be \$500 per day.** The Owner shall be entitled to the sum stated in the Contract Documents. Such Liquidated Damages shall be withheld by the Owner from the amounts due the Contractor for progress payments.

Delete Section 8.2.2.

8.3 DELAYS AND EXTENSIONS OF TIME

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

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

Delete Section 9.1.2.

Delete Section 9.2 and substitute the following:

9.2 SCHEDULE OF VALUES

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

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

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

9.3 APPLICATIONS FOR PAYMENT

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

9.3.1 Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on the AIA Document G702-1992, accompanied by AIA Document G703-1992, and supported by any additional data substantiating the Contractor's right to payment as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per La R.S. 38:2248:

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

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

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

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

Delete Section 9.3.2 and substitute the following:

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Section 9.5.1.7: Delete the word "repeated".

Delete Section 9.5.4.

9.6 PROGRESS PAYMENTS

Delete Section 9.6.1 and substitute the following:

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

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

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

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

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

Pursuant to La. R.S. 38:2242 and La. R.S. 38:2242.2, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the recorder of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

Delete Section **9.7 FAILURE OF PAYMENT**.

Delete Section 9.8 and substitute the following:

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Section.
- 9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3 Upon receipt of the Contractor's list, the Architect shall make an inspection to determine whether the Work is substantially complete. A prerequisite to the Work being considered as substantially complete is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing Work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before the Work can be considered as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

- 9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a punch list of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of Work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the forty-five day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.
- 9.8.5 When the preparation of the punch list is complete the Architect shall prepare a Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor shall record the Notice of Acceptance with the Clerk of Court in the Parish in which the Work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner shall not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.
- 9.8.6 Warranties required by the Contract Documents shall commence on the date of Acceptance of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.
- 9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

9.9 PARTIAL OCCUPANCY OR USE

Delete Section 9.9.1 and substitute the following:

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

- 9.10.1 After the second sentence, add the following:

If the Architect does not find the Work acceptable under the Contract Documents, the Architect shall make one additional inspection; if the Work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$175.00/hour for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the Owner and deducted from the construction contract funds.

Delete Section 9.10.4 and replace with the following:

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

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

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

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

9.10.4.4 audits performed by the Owner, after final payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

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

10.3 HAZARDOUS MATERIALS

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

10.3.2 After the first sentence, delete all remaining sentences.

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

Delete Section 10.4 and substitute the following:

10.4 EMERGENCIES

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

ARTICLE 11

INSURANCE AND BONDS

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

INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS

11.1 CONTRACTOR’S LIABILITY INSURANCE

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

11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

11.2.1 Worker’s Compensation

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

11.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit

per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

<u>Type of Construction</u>	<u>Projects up to \$1,000,000</u>	<u>Projects over \$1,000,000 up to \$10,000,000</u>	<u>Projects over \$10,000,000</u>
New Buildings:			
Each Occurrence Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
Renovations: The building(s) value for the Project is <u>\$51,605,348.00</u>.			
Each Occurrence Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**
Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**

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

11.2.3 Automobile Liability

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

11.2.4 Excess Umbrella

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

11.2.5 Builder's Risk

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

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

11.2.5.3 A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.

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

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

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

11.2.7 Deductibles and Self-Insured Retentions

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

11.3 OTHER INSURANCE PROVISIONS

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

11.3.1.1 Worker's Compensation and Employers Liability Coverage

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

11.3.1.2 Commercial General Liability Coverage

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

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

11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

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

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers shall select a competent and impartial umpire. The appraisers shall then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company agrees that the decision of the appraisers and the umpire if

involved shall be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

11.3.1.4 All Coverages

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

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

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

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

11.3.2 Acceptability of Insurers

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

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

11.3.3 Verification of Coverage

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

State of Louisiana

Name of Owner

Owner Address

City, State, Zip

Attn: Project # _____

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

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

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

11.3.4 Subcontractors

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

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

11.3.5 Worker's Compensation Indemnity

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

11.3.6 Indemnification/Hold Harmless Agreement

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

demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

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

11.4 PERFORMANCE AND PAYMENT BOND

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

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

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

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

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.1 Before Substantial Completion

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

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

12.2.2 After Substantial Completion

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

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

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete all after the word “located”.

13.2 SUCCESSORS AND ASSIGNS

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

Delete Section 13.2.2.

13.3 RIGHTS AND REMEDIES

Add the following Section 13.3.3:

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

13.4 TESTS AND INSPECTIONS

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

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

Delete the last two sentences of Section 13.4.1.

13.5 INTEREST

Delete Section 13.5.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete Section 14.1.1.4.

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

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following Section:

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

14.2.3 Add the following sentence:

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

Add the following Section:

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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

ARTICLE 15

CLAIMS AND DISPUTES

15.1 CLAIMS

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

15.1.3.1 Add the following to the end of the paragraph:

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

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

Delete Section 15.1.6.2 and substitute the following:

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

Add the following Section:

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

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

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

Note: Contract is on a calendar day basis.

15.2 INITIAL DECISION

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

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

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

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

Delete the fourth sentence.

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

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

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

Delete Section 15.2.6.

Delete Section 15.2.6.1.

15.3 MEDIATION

Delete Section 15.3.

15.4 ARBITRATION

Delete Section 15.4.

AIA[®] Document A104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

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

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

East Baton Rouge Parish Council on Aging
5790 Florida Blvd.
Baton Rouge, LA 70806
Telephone Number: 225-923-8000

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

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

The Dumas House Drainage and Paving Repairs
1313 N Sherwood Forest Blvd
Baton Rouge, LA 70815

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

Didier Architecture
17531 Old Jefferson Hwy, Ste C
Prairieville, LA 70769
Telephone Number: 225-744-0008

The Owner and Contractor agree as follows.

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

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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
 - 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
 - 3 CONTRACT SUM
 - 4 PAYMENT
 - 5 DISPUTE RESOLUTION
 - 6 ENUMERATION OF CONTRACT DOCUMENTS
 - 7 GENERAL PROVISIONS
 - 8 OWNER
 - 9 CONTRACTOR
 - 10 ARCHITECT
 - 11 SUBCONTRACTORS
 - 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
 - 13 CHANGES IN THE WORK
 - 14 TIME
 - 15 PAYMENTS AND COMPLETION
 - 16 PROTECTION OF PERSONS AND PROPERTY
 - 17 INSURANCE AND BONDS
 - 18 CORRECTION OF WORK
 - 19 MISCELLANEOUS PROVISIONS
 - 20 TERMINATION OF THE CONTRACT
 - 21 CLAIMS AND DISPUTES
- EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

☐ The date of this Agreement.

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

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

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

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

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

[] By the following date:

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

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[] Stipulated Sum, in accordance with Section 3.2 below

[] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

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

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

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

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

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

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

%

§ 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 21.6 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ Exhibit A, Determination of the Cost of the Work.

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

☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

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

§ 7.4 Instruments of Service

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

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

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

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 7.6 Digital Data Use and Transmission

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

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

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

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

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

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a

Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

§ 9.3 Labor and Materials

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

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

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

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

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

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information

provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

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

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

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

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

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

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents,

and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

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

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

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor’s control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor’s Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor’s Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor’s Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner’s occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner’s acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor’s first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

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

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is

able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

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

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

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

§ 15.6 Substantial Completion

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

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

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

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

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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

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

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than [] (\$ []) each occurrence, [] (\$ []) general aggregate, and [] (\$ []) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than [] (\$ []) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than █ (\$ █) each accident, █ (\$ █) each employee, and █ (\$ █) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than █ (\$ █) per claim and █ (\$ █) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than █ (\$ █) per claim and █ (\$ █) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than █ (\$ █) per claim and █ (\$ █) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

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

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Tasha Clark-Amar,
5790 Florida Blvd.
Baton Rouge, LA 70806

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

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

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

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

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

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

OWNER (Signature)

Tasha Clark-Amar., Chief Executive Officer

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: COA Dumas House Drainage & Paving Repairs
- B. Architect's Name: Didier Architecture
- C. Architect's Project Number: 18-114
- D. Project consists of Drainage and Concrete repairs to the Dumas House.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract (in general) is comprised of the following:
 - 1. Base bid:
 - a. Demo existing subsurface drainage system and concrete indicated in contract documents.
 - b. Install new subsurface drainage system and concrete as indicated in contract documents.
 - 2. Alternates:
 - a. Bid Alternate #1 Arch Chamber Systems
Chamber Systems SC-310 (east) & SC-740 (west), ADS Project #S114126, See Product Information for reference provided on Plan Sheet C8.2. Contact Advanced Drainage systems (ADS) sales representative: Rene Daigle 337-366-5701 for complete materials list. Alternate acceptable manufacturers for Arch Chamber Systems include StormTech by ADS and Prinsco Company.
 - b. Bid Alternate #2 Pre-Cast Concrete Chamber Systems
3'-6" Single Trap Storm Trap (33 units), Project #3-6- Baton Rouge. See Product information in plans. Contact Quality Sitework Materials (QSM) Sales Representative: TJ Truxillo 985-859-9681 for complete materials list. Alternate acceptable manufacturers for pre-cast concrete chamber systems include StormTrap and Contech Con/Span modular precast concrete arch units.
 - c. Bid Alternate #3 Pipe "West" Remove and Replace
Remove and replace existing western drain line with required pavement work denoted on plans.
 - 3. General Contractor will punch out job and when project is 100% complete and in full compliance with the Contract Documents and all specified/required maintenance manuals and other close out documents are transmitted to the Architect, request in writing that the Architect perform a final inspection for acceptance. Inspection will not be performed by Architect prior to completion of the above.
- B. Related Requirements
 - 1. General Conditions
 - 2. Supplementary Conditions

1.03 EXISTING CONDITIONS

- A. The sites will be occupied during the duration of the project.

END OF SECTION

SECTION 01 12 13
SUMMARY OF CONTRACTS

PART 1 GENERAL

1.01 CONTRACTS

- A. Work will be constructed under a single lump sum contract.

PART 2 NOT USED

PART 3 EXECUTION

3.01 RECORDATION

- A. The Contractor will file the original copies of the Contract and Bond with the Clerk of Court, Parish in which the work is to be performed, State of Louisiana. Cost of filing and Notice of Recordation will be paid for by the Contractor. Notice of Recordation will be forwarded to the Architect for transmittal to the Owner. This shall be completed prior to issuance of the "Notice to Proceed."
- B. At completion of the work, the Contractor shall file the Owner's "Notice of Acceptance of Work" at the same office and after expiration of the 45 day Lien Period, shall obtain the Clear Lien certificate and forward same to the Architect. Contractor shall bear any cost involved in the acceptance.

END OF SECTION

SECTION 01 12 16
WORK SEQUENCE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Coordinate construction schedule and operations with Architect.
- B. The General Contractor shall schedule and coordinate his construction operations in an orderly and timely manner. A planned schedule of work shall be prepared by the General Contractor and shall be filed with the Architect. It shall be updated monthly and revised copies submitted with the payment requisitions.
- C. Units will not be occupied during construction.

END OF SECTION

SECTION 01 14 16
COORDINATION WITH OCCUPANTS

PART 1 - GENERAL

1.01 OWNER OCCUPANCY

- A. The Owner will continue to have normal operations on the site. Units will be occupied. GC will coordinate with Architect and Owner to minimize disruption to adjacent tenants. Owner will coordinate with tenants. GC will not coordinate with tenants unless specifically notified in writing by the owner to do so.
- B. The Owner shall have the right to use, at any time, any and all portions of the project that have reached such a stage of completion as to permit such occupancy that does not hinder the Contractor's efficient completion of the contract.
- C. Such occupancy will not violate any part of the contract nor be construed as constituting an acceptance of any part of the work. Contractor obligates himself to permit such use and to use every effort to accommodate the Owner by providing such available spaces for the Owner's use.
- D. Contractor shall protect existing site features and utilities during construction.

END OF SECTION

SECTION 01 14 19
JOB SITE ADMINISTRATION

PART 1 - GENERAL

1.01 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall be responsible for the protection of the work in place as construction progresses.
- B. The Contractor shall schedule and perform all work so that the normal functioning of the project will be interrupted as little as possible.
- C. The Contractor shall be responsible for erecting protective walkways, corridors and other temporary enclosures, barricades, exterior fences and warning lights required to protect the Owner and the Public.
- D. The Contractor shall be responsible for protection of the site and his material storage from vandalism or theft. Type of enclosure, gates, etc. are at the Contractor's option as long as the Owner and the Public are protected from construction operations and the enclosure is not unsightly.
- E. The Contractor shall be responsible for keeping all construction areas used by his personnel clean and trash and debris shall be kept to an absolute minimum.
- F. The Contractor shall be responsible for keeping the site area well drained and shall allow no standing water to pond or to saturate the surface or sub-surface. Excavations shall be kept dry.
- G. The Contractor shall prevent erosion and shall provide silt fences at all drain off areas into area waterways or streets.
- H. The Contractor shall protect existing utilities and services, adjoining work and other improvements in the area.

1.02 CONTRACTOR USE OF SITE AND PREMISES

- A. The Contractor shall require that his representatives (including, but not necessarily limited to, Suppliers, Subcontractors, Employees and Field Engineers who will enter upon the Owner's property) certify their awareness of and familiarity with the requirements of this Section.
- B. Truck and equipment access: Limit access of trucks and equipment to the site to avoid overloading of streets, driveways, pedestrian access, parking facilities, etc.
- C. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.
- D. Require Contractor's vehicles, employee's vehicles and all other vehicles entering upon the Owner's property, in performance of the work of the Contractor, to use only the area designated by the Owner. Require proper insurance on all vehicles which enter upon the Owner's property.
- E. Keep existing drives and parking areas open at all times. Keep all low access lanes open at all times. Site will be continuously occupied during construction.
- F. Existing building spaces and parking areas shall not be used for storage. A staging area will be identified at a pre-construction meeting.

1.03 CORRELATION AND INTENT OF DOCUMENTS

- A. The Contract Documents, Drawings and Specifications are complementary and what is called for by one shall be as binding as if called for by all. The intention of the Documents is to include all labor and materials, equipment and transportation necessary for the proper execution and completion of the work.
- B. Contractor will be held responsible for errors if old drawings are used after revised drawings are issued to him.
- C. Contractor shall verify all dimensions shown on the drawings with work to be placed and he shall report any errors or inconsistencies to the Architect before commencing work. In all cases of discrepancy between scale and dimensions, figured dimensions shall have precedence over

scaled measurements, larger scale over smaller scale, but all discrepancies shall be referred to the Architect for final adjustments. Conflicts between two or more dimensions applying to a common point shall be referred to the Architect for adjustment. Contractor will be held responsible for following figured dimensions which do not among themselves justify. He will likewise be held responsible when such procedure results in failure to coordinate component parts or to fit them properly into place.

1.04 CONTRACTOR'S SUPERINTENDENT

- A. The General Contractor shall employ and keep at the site at all times while work is in progress, a competent Superintendent, satisfactory to the Architect and to Owner. This superintendent shall remain for the duration of all work required by this Contract and shall not be changed without the approval of the Architect.

END OF SECTION

**SECTION 01 23 00
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates
- B. Procedures for pricing Alternates.

1.01 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the work of each alternate.

1.03 SCHEDULE OF ALTERNATES

A. Bid Alternate #1 Arch Chamber Systems

Chamber Systems SC-310 (east) & SC-740 (west), ADS Project #S114126, See Product Information for reference provided on Plan Sheet C8.2. Contact Advanced Drainage systems (ADS) sales representative: Rene Daigle 337-366-5701 for complete materials list. Alternate acceptable manufacturers for Arch Chamber Systems include StormTech by ADS and Prinsco Company.

B. Bid Alternate #2 Pre-Cast Concrete Chamber Systems

3'-6" Single Trap Storm Trap (33 units), Project #3-6- Baton Rouge. See Product information in plans. Contact Quality Sitework Materials (QSM) Sales Representative: TJ Truxillo 985-859-9681 for complete materials list. Alternate acceptable manufacturers for pre-cast concrete chamber systems include StormTrap and Contech Con/Span modular precast concrete arch units.

C. Bid Alternate #3 Pipe "West" Remove and Replace

Remove and replace existing western drain line with required pavement work denoted on plans.

END OF SECTION

SECTION 01 26 49
MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 CHANGE ORDERS/DIRECTIVES

- A. Refer to AIA 2017 General Conditions and Supplementary Conditions.
- B. Submit complete data required including an itemized breakdown of cost, and time if applicable, within time period stated in General Conditions.
- C. If approved, Architect will prepare Change Order on form G701 for General Contractor's signature.
- D. In an emergency situation, a Construction Change Directive may be issued in order to allow work to proceed.

1.02 REQUEST FOR EXTENSION OF TIME

- A. Request for time extension shall be presented to the Architect who will evaluate the request, confer with the Owner prior to the processing of a written change order for time extension and notify the Contractor of the mutual decision. No request for extensions of time will be approved other than for major reasons beyond the control of the Contractor such as major transportation interruptions or delays, problems arising from governmental controls, labor disputes or other major reasons.
- B. Normal rainfall for the area, according to Weather Bureau records, shall not be a cause for an extension of Contract Time. Refer to Supplementary Conditions, Article 32d. Reasonably Anticipated Days of Adverse Weather.
- C. Request for extension of time shall be presented to the Architect for presentation to the Owner with the monthly application for payment and the Owner shall act upon each application each month.

END OF SECTION

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Submit a Schedule of Values at the Preconstruction Conference. Provide 2 copies.
- B. Upon request of the Architect, support the values with data which will substantiate their correctness.
- C. The Schedule of Values, unless objected to by the Architect, shall be used only as the basis for the Contractor's Applications for Payment.
- D. Related Requirements in Other Parts of the Project Manual:
 - 1. Conditions of the Contract.
- E. Related Requirements Specified in Other Sections:
 - 1. Application for Payment: Section 01 29 76.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Provide all line item balances. An AIA form G702/G703 is to be included, breaking down the work into the applicable CSI 50 Divisions
- B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. For various portions of the Work:
 - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
 - 2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes paid.
 - b. The total installed value.
- D. The sum of all values listed in the schedule shall equal the total Contract Sum.
- E. Forms filled out by hand will not be accepted.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

END OF SECTION

SECTION 01 29 76
APPLICATION FOR PAYMENT AND MATERIAL INVOICES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work included: Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 01 of these Specifications.
 - 2. The Contract Sum and the schedule for payments are described in the Form of Agreement.
 - 3. Payments upon Substantial Completion and Completion of the Work as described in the General Conditions.
 - 4. The Architect's approval of applications for progress payment and final payment may be contingent upon the Architect's approval of status of Project Record documents as described in Section 01 77 19 of these Specifications.

1.02 QUALITY ASSURANCE

- A. Prior to start of construction, secure the Architect's approval of the schedule of values required to be submitted under Article 9.2 of the General and Supplementary Conditions, and further described in Section 01 29 73-Schedule of Values of these Specifications.
- B. During progress of the Work, modify the schedule of values as approved by the Architect to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.
- C. Base requests for payment on the approved schedule of values.

1.03 SUBMITTALS

- A. Informal submittal: Unless otherwise directed by the Architect:
 - 1. Make an informal submittal of request for payment by filling in pertinent portions of Form G-702, "Application and Certificate for Payment", plus G-703 continuation sheet or sheets. Verify items included under General Conditions heading.
 - 2. For items on which progress payments will be made for stored on site materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, taxes paid.
 - b. The total installed value.
 - 3. Make this preliminary submittal to the Architect at the last regular job meeting of each month.
 - 4. Revise the informal submittal of request for payment as agreed at the job meeting, initialing all copies.
 - 5. Include copy of updated progress schedule.
- B. Formal submittal: Unless otherwise directed by the Architect:
 - 1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat lettering in ink, on Form G-702 "Application and Certificate for Payment", plus continuation sheet or sheets.
 - 2. Include invoice and proof of insurance for stored on site materials.
 - 4. Submit the original of the Application and Certificate for Payment, plus 4 identical copies including the continuation sheet or sheets, to the Architect.
 - 5. Include 3 copies of updated progress schedule.
 - 6. The Architect will compare the formal submittal with the approved informal submittal and, when approved, will sign the Application and Certificate for Payment, and will distribute:
 - a. The Original and 2 copies to the Owner.
 - b. One copy to the General Contractor.

- c. One copy to the Architect's file.
- C. The Owner will review and execute a completed copy and return same to the Architect.

END OF SECTION

SECTION 01 31 13
COORDINATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Notify affected utility companies and comply with their requirements.
- C. Coordinate completion and clean-up of work of separate sections.
- D. After acceptance of work, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.02 SUBCONTRACTORS

- A. Various portions of this work may be subcontracted by the General Contractor. The letting of subcontracts shall in no way relieve the Contractor from complete responsibility of all work included under this contract with the Owner. It shall be the Contractor's responsibility to coordinate his subcontractors, not the Architect's responsibility.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. General Contractor shall schedule and administer preconstruction meeting, periodic progress meetings and specially called meetings throughout the progress of the work. General Contractor is required to take minutes of all scheduled meetings and to issue copies of same (within 7 calendar days of the meeting) to Owner, Architect and others as he deems necessary. Minutes shall identify the project name, date, time, location and attendance list.
- B. Representatives of Architects, Contractors, Subcontractors and Suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. Submit to the General Contractor, not less than 24 hours prior to any conference or meeting, any item you wish to be place on the agenda.

1.02 PRECONSTRUCTION CONFERENCE

- A. Pre-construction Conference will be scheduled after contract award but prior to any on-site work.
- B. Location: The project site, unless otherwise designated by the Architect.
- C. Attendance:
 - 1. Owner's Representative(s).
 - 2. Architect and his Professional Consultants.
 - 3. Contractor's Superintendent and Recording Secretary.
 - 4. Major Subcontractors.
 - 5. Major Suppliers.
 - 6. Others as appropriate.
- D. Suggested Agenda:
 - 1. Organizational arrangement .
 - a. Channels and procedures for communication.
 - 2. Distribution and discussion of: (General Contractor shall provide Architect with 2 copies of each)
 - a. The Schedule of Values.
 - b. List of major Subcontractors and Suppliers.
 - c. Projected Construction Schedules.
 - d. RFI's.
 - e. 2 week look ahead.
 - 3. Critical work sequencing.
 - 4. Major equipment deliveries and priorities.
 - 5. Project Coordination.
 - a. Designation of responsible personnel.
 - 6. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 - f. Correspondence - Project number.
 - g. Shop Drawings and other data submitted to Architect for review.
 - 7. Adequacy of distribution of Contract Documents.
 - 8. Procedures for maintaining Record Documents.
 - 9. Use of premises:
 - a. Office, work and storage areas.

- b. 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.
- 15. Asbestos
- 16. Other items as the General Contractor deems necessary.

1.03 PROGRESS MEETINGS

- A. Schedule regular periodic meetings, as required. For this project, monthly.
- B. Hold called meetings as required by progress of the Work. Meeting minutes will be taken by the Architect and distributed to all parties.
- C. Location of the meetings: As established at the Pre-Construction Conference.
- D. Attendance:
 - 1. General Contractor's representative, Superintendent and Recording Secretary.
 - 2. Architect and his Professional Consultants, as needed.
 - 3. Subcontractors as appropriate to the agenda.
 - 4. Suppliers as appropriate to the agenda.
 - 5. Owner's representative(s).

1.04 PROJECT MANAGEMENT MEETINGS

- A. Schedule regular periodic meetings, as required. For this project, weekly. Meeting minutes will be taken by the Contractor and distributed to all parties, including the Architect.
- B. Location of the meeting: Job site.
- C. Attendance:
 - 1. General Contractor's representative, Superintendent and Recording Secretary.
 - 2. Subcontractors.
 - 3. Major Suppliers.
 - 4. Owner's representative(s).

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 REQUIREMENTS

- A. Within 5 days after the awarding of the Contract, the General Contractor shall prepare a progress schedule with anticipated dates of delivery of various materials and schedule completion dates for the various portions of the work. A copy shall be submitted to the Architect for approval.
- B. Bar graph or CPM showing work progress by Specifications Division in weekly time periods.
- C. Two copies of the "approved" schedule must be provided to the Architect at the Preconstruction Conference.
- D. Must be revised and submitted monthly with each request for payment.
- E. Progress schedule must have at a minimum:
 - 1. Milestones.
 - 2. Progress bars.
 - 3. Critical Path.
 - 4. Early start, late start.
 - 5. Early finish, late finish.
 - 6. Total float.
- F. Breakdown of work items shall be by EACH of the Specifications Divisions.
- G. Schedule shall indicate original Contract Date, original Calendar Days and original Completion Date.
- H. Revised Schedules shall indicate any increase in contract time which is approved by signed Change Order.
- I. Show name of project and name of General Contractor.

END OF SECTION

SECTION 01 33 23
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Submit Shop Drawings, Product Data and Samples required by the Contract Documents.
- B. Related Requirements Specified in Other Sections:
 - 1. Progress Schedule: Section 01 32 16.
 - 2. Record Documents: Section 01 77 19.
- C. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Product Data and Samples will be needed.

1.02 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and thorough manner.
 - 1. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.
 - 2. Details shall be in scale.
 - a. Elevations 1/4" = 1'-0" minimum
 - b. Sections 3/4" = 1'-0" minimum
 - c. Detail cuts 1-1/2" = 1'-0" minimum
- B. Minimum sheet size 18" x 24"; maximum sheet size 24" x 36"
- C. Provide a minimum white space of 8" x 8" on the face of each drawing for G.C. and Architect approval stamps.

1.03 PRODUCT DATA

- A. Preparation:
 - 1. Clearly mark each copy to identify pertinent products or models.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls.
- B. Manufacturer's standard schematic drawings and diagrams:
 - 1. Modify drawings and diagrams to delete information which is not applicable to the Work.
 - 2. Supplement standard information to provide information specifically applicable to the Work.

1.04 SAMPLES

- A. Office samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
- B. Field samples and mock-ups:
 - 1. Contractor shall erect, at the Project site, at a location acceptable to the Architect.
 - 2. Size and area: that specified in the respective specification section.
 - 3. Fabricate each sample and mock-up complete and finished.
 - 4. Remove mock-ups at conclusion of Work or when acceptable to the Architect.

1.05 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Product Data and Samples prior to submission. Place G. C. review stamp, date, and signature on document. Documents not so marked will be rejected without review.
- B. Determine and verify:
 - 1. Field measurements.

2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with specifications.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
 - D. Notify the Architect in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.
 - E. Do not begin fabrications without an accepted Submittal from the Architect.
 - F. Cost of all reproduction of Shop Drawings and Project Data shall be borne by the Contractor and/or his Subcontractors.

1.06 COORDINATED COLOR SELECTION OF MATERIALS

- A. Submit all samples requiring selection of colors within 15 days of approval of Subcontractors and Material Suppliers.
- B. Selection of colors or materials will not be made on an individual material basis.

1.07 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other Contractor. Number each submittal consecutively in lower right hand corner of first page.
- B. Number of submittals required:
 1. Shop Drawings: Submit the number of copies which the Contractor requires returned, plus two which will be retained by the Architect.
 2. Product Data: Submit the number of copies which the Contractor requires returned, plus two which will be retained by the Architect.
 3. Samples: Submit the number stated in each specification section. If not stated, a minimum of 3 of each material requiring selection.
 4. Note: General Contractor to retain 1 approved set of Shop Drawings & Product Data to be bound into a booklet for the Owner at project closeout.
- C. Submittals shall contain:
 1. The date of submission and the dates of any previous submissions.
 2. The project title and number.
 3. Contract identification.
 4. The names of:
 - a. Contractor.
 - b. Supplier.
 - c. Manufacturer.
 5. Identification of the project, with the specification section number.
 6. Field dimensions, clearly identified as such.
 7. Relation to adjacent or critical features of the Work material.
 8. Applicable standards, such as ASTM or Federal Specification numbers.
 9. Identification of deviations from Contract Documents.
 10. Identification of revisions on re submittals.
 11. A 8 in. x 4 in. blank space each for Contractor and Architect stamps.
 12. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

1.08 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Architect and resubmit until satisfactory.
- B. Shop Drawings and Product Data:
 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.

2. Indicate any changes which have been made other than those requested by the Architect.
- C. Samples: Submit new samples as required for initial submittal.

1.09 DISTRIBUTION

- A. Distribute reproductions of Shop Drawings and copies of Product Data which carry the Architect's stamp of review to:
 1. Architect (2 copies).
 2. Engineers (via Architect).
 3. Job site file.
 4. Record Documents file.
 5. Other affected Contractors.
 6. Subcontractors.
 7. Supplier or Fabricator.
- B. Distribute samples which carry the Architect's stamp of review as directed by the Architect.
- C. DO NOT DISTRIBUTE SHOP DRAWINGS WHICH DO NOT CARRY THE ARCHITECT'S STAMP OF REVIEW TO ANYONE.

1.10 ARCHITECT DUTIES

- A. Review submittals.
- B. Affix stamp and initials or signature, and indicate requirements for re submittal or correction of submittal.
- C. Return submittals to Contractor for distribution or for resubmission.

END OF SECTION

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION

A. PERMITS AND LICENSES

1. The Contractors and his Subcontractors shall procure all necessary permits and licenses and shall observe and abide by all applicable laws, ordinances and regulations of the Local, State and Federal Governments.

B. CONTRACTOR'S AND SUBCONTRACTOR'S LICENSE

1. All contractors and and/or Subcontractors bidding portions of this work amounting to \$50,000.00 or more shall be licensed in accordance with Act #233 of the 1956 Louisiana Legislature and amended under Title 37, Sections 2150-2163, et. seq., of the Louisiana Legislature.

C. O.S.H.A. COMPLIANCE

1. The attention of all Contractors and Subcontractors is called to the US. Department of Labor "Occupational Safety and Health Standards; National Consensus Standards and established Federal Standards" as published in Vol. 36, No. 105 of the Federal Register dated May 29, 1971 or subsequent. These standards are in effect for this project.

END OF SECTION

Section 01 45 16

Proof Rolling

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Contractor to provide materials, equipment, and personnel required to perform a proof-roll testing of sub-grade and/or sub-base components of paving systems.

1.2 RELATED WORK

- A. Section 01 45 29: Testing Laboratory Services
- B. Section 31 22 16: Backfilling & Finish Grading
- C. Section 31 23 00: Site Excavation
- D. Section 31 32 13.19: Lime Soil Stabilization
- E. Section 32 11 23: Aggregate Base Courses

1.3 QUALITY ASSURANCE

- A. The Owner will employ a testing agency to observe proof-rolling operations and make required test.
- B. Do not perform proof-rolling operations unless testing agency personnel are present.
- C. Neither proof-rolling operations nor subsequent fill operations will be acceptable for payment unless testing agency personnel views proof-rolling.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Vehicle: Loaded rubber-tired dump truck having a single axle weight of approximately 30,000 lbs, or similar equipment.

PART 3 EXECUTION

3.1 PROOF-ROLLING

- A. Areas to proof-roll:
 - 1. Areas to be covered by construction.
 - 2. Areas to be covered with fill.

3. Lawn areas attained by excavation.
 4. Areas 10 feet beyond the above areas in all directions.
- B. Observation: Run Vehicle at normal walking speed so that the testing agency personnel may observe the ground at all times. Testing personnel will conduct additional test they deem necessary to determine existing conditions. Testing personnel will direct remedial actions they deem necessary.

3.2 REMEDIAL WORK

- A. Remedial work required by testing agency after viewing proof-rolling operations are specified in individual sections requiring proof-rolling.

END OF SECTION 01 45 16

SECTION 01 45 23
TESTING AND INSPECTION SERVICES

PART 1 GENERAL

1.01 DESCRIPTION

A. SELECTION AND PAYMENT

1. The Owner shall engage and pay for the services of an independent testing laboratory to perform inspections and tests of materials and construction as defined in the General and Supplementary Conditions. In the event of a test failure the General Contractor shall delay and/or replace work as required until retesting produces a passing test. Fail test will be paid for by the General Contractor.

B. COOPERATION OF CONTRACTOR

1. The Contractor shall cooperate with the laboratory and:
 - a. Make available, without cost, samples of all materials to be tested in accordance with applicable standard specifications.
 - b. Furnish such nominal labor and sheltered working space as is necessary to obtain samples at the project.
 - c. Advise the laboratory of the identity of material sources and instruct the suppliers to allow tests or inspections by the laboratory.
 - d. Notify the laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel.
 - e. 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.

C. TEST METHODS

1. Tests and inspections shall be conducted in accordance with the latest standards of ASTM or other recognized authorities.

D. TEST REPORTS

1. The laboratory shall promptly submit written reports of each test and inspection made to the Architect, Contractor and to such other parties the Architect may specify.

E. EXTENT OF LABORATORY TESTS AND INSPECTIONS

1. The Architect will recommend the type and number of tests to be performed on the project. The Contractor shall be advised of the number and type of tests to be performed by the Testing Laboratory.
2. All invoices for testing shall be submitted to the Architect who will review and forward to the Owner for payment.

END OF SECTION

Section 01 45 29
Testing Laboratory Services

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Provide testing and inspecting, complete, as described in this section and elsewhere in the contract documents.

1.2 RELATED WORK:

- A. Section 01 30 00: Administrative Requirements
- B. Section 01 42 13: Abbreviations & Acronyms
- C. Documents affecting work of this section include, but are not necessarily limited to, General Conditions and Supplementary Conditions, if applicable.
- D. Requirements for testing may be described in various sections of these specifications.
- E. Contractor shall be solely responsible for making arrangements to have laboratory personnel available when tests are required and for obtaining mix designs as required.
- F. Tests for items of construction work not specified in these specifications shall be in accordance with the testing requirements of LA DOTD.

1.3 QUALITY ASSURANCE

- A. Provide the services of the Testing Laboratory chosen by the Engineer.
- B. Laboratory to supply only technicians with a minimum of twelve (12) months experience in the type of inspection or testing involved.
- C. Technicians supplied by the Laboratory shall have obtained a copy of the plans and specifications and shall be thoroughly aware of their requirements.
- D. Upon completion of each test and/or inspection, promptly distribute copies of test or inspection reports to the Engineer, to governmental agencies requiring submission of such reports, and to such other persons as directed by the Engineer.

1.4 COOPERATION OF THE CONTRACTOR

- A. The Contractor shall cooperate with the Laboratory and shall:
 - 1. Make available without cost samples of all materials to be tested in accordance with applicable standard specifications.
 - 2. Furnish such nominal labor and sheltered working space as is necessary for Testing Laboratory to obtain samples at the project site.

3. Advise the Laboratory of the identity of material sources and instruct the suppliers to allow tests or inspections by the Laboratory.
4. Notify the Laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel.
5. Notify the Laboratory sufficiently in advance of cancellation of required testing operations. The Contractor shall be responsible for charges due to failure to notify if requirements for testing are cancelled.

1.5 TEST METHODS

- A. Tests and inspections shall be conducted in accordance with the technical provisions of the latest applicable ASTM, ACI, AASHTO, or LADOTD requirements.
- B. Laboratory shall promptly notify the Engineer and Contractor of any materials which are not in full conformance with the specifications.

PART 2 TESTING

2.1 PORTLAND CEMENT CONCRETE

- A. Mix Design
 1. The Laboratory shall be responsible for the design of each specified mix.
 2. The design shall be based on the desired strength and a statistical analysis provided by a qualified Testing Laboratory or by trial batches which will be performed by the designated laboratory, both methods shall be in accordance with and limited to the requirements set forth by the American Concrete Institute (A.C.I.) 318-99, Chapter 4.
 3. If trial batches are required, sufficient time must be given to the Laboratory to perform all tests that are required.
 4. Regardless of what method is employed, the following tests are required prior to use on a given project:

Testing Laboratory Services

Project 01 45 29 - 2

- a. A.S.T.M. C-136: Sieve analysis for fine and coarse aggregates;
- b. A.S.T.M. C-127: Test method for specific gravity and absorption of coarse aggregate.
5. Certificates of delivery which include test results shall be submitted by the concrete producer for cement and additives to the Testing Laboratory for review. These certificates must certify that the material conforms to the specifications.
- B. Batch Plant

1. Prior to initial start-up of concreting operations for the project, the Testing Laboratory shall visit the concrete suppliers batch plant to determine if the operation substantially conforms to the requirements of A.S.T.M. C-94. Any substandard conditions observed shall be immediately reported to the Engineer and the Contractor.
2. Plant inspector is not required to be present at the plant during production; however, the Engineer may require an inspector to be provided periodically at his discretion.
3. The plant must be approved prior to beginning production for a given project. This approval will be given by the Engineer and/or his representative. Conditions for approval shall include, but not be limited to, the following:
 - a. A.S.T.M. C-94 (latest revision) Standard Specifications for Ready Mixed Concrete;
 - b. Prior to and periodically during construction, the Laboratory shall sample and test aggregates proposed for use in concrete to determine their compliance with these specifications.

C. Roadway Inspection

1. The Laboratory shall provide a qualified technician at the job site during all times concrete is being placed. This technician shall be responsible to perform the required field tests and promptly notify the Contractor of any sub-standard materials or workmanship being incorporated in the work.
 2. Samples of fresh concrete shall be gathered in accordance with A.S.T.M. C-172 (latest revision).
 3. Test for slump - A.S.T.M. C-143 (latest revision) and air content - A.S.T.M. C-172 or C-231 (latest revisions) if applicable, must be performed whenever test cylinders are taken, and more frequently when deemed necessary.
 4. The concrete temperature shall be measured and recorded when each set of cylinders is molded.
 5. Test cylinders shall be cast in accordance with A.S.T.M. C-31 (latest revision) as follows:
 - a. Pavements: One (1) set consisting of four (4) cylinders shall be cast for each 100 cubic yards or fraction thereof. A minimum of four (4) cylinders shall be cast per visit.
 - b. Curbs: One (1) set of four (4) cylinders shall be cast in the A.M. and one (1) set shall be cast in the P.M. A minimum of four (4) cylinders shall be cast per visit.
 6. Test cylinders are to be tested in accordance with A.S.T.M. C-39 (latest revision) as follows:
 - a. Two (2) at seven (7) days of age;
 - b. Two (2) at twenty-eight (28) days of age.
 7. During production, if any truck of ready mixed concrete fails to conform to specifications, the Laboratory will immediately notify the Contractor and the Engineer, and this material shall not be incorporated into the work.
 8. Re-tempering of concrete is not permitted.
- D. Cores for Thickness Verification
1. Cores shall be taken by the Laboratory no later than thirty (30) days after the conclusion of paving operations.
 2. A minimum of one (1) core shall be obtained from each three hundred (300) linear feet of each pavement lane.

3. Final locations of the cores shall be reported in a manner that is acceptable to the Engineer.

E. Box Culvert, Drainage, and Sewerage Structures

1. Comply with the requirements of LA DOTD.

2.2 BASE AND SUB-BASE

A. Soil

1. Tests to determine soil classification shall be conducted on fill soils to be used as pavement base. Tests shall be performed for each 2,000 cubic yards of fill. Requirement for classification testing shall be waived if the base material is pumped river sand.

2. A moisture-density curve shall be determined for each base material. A new curve shall be determined for each 2,000 cubic yards of material. Unless otherwise noted, moisture-density tests shall be performed accordingly to A.S.T.M. specifications.

3. Field density tests shall be made on the completed base and the thickness of the base shall be measured. One (1) density test shall be made for each three hundred (300) linear feet of street with a minimum of one (1) test per street. The thickness of the base shall be measured at three (3) points across the width of the roadway at each station where density tests are performed. Each side of split-slab construction and each side of divided roadway shall be considered a separate street for spacing density test.

B. Aggregate (Crushed Concrete, Crushed Stone) Base

1. All material used as a base shall conform to the requirements of A.S.T.M. D-2940 and A.S.T.M. D- 1241.

2. Sand-shell (which cannot meet the tests listed in no. 1 above) shall conform to the requirements of LA DOTD.

3. A moisture-density curve shall be determined for each type of base material.

4. Field density tests and thickness measurements shall be made on each 1,200 square yards of completed base.

C. All Other Type Base Material as in Paragraph 3 Below will be Tested in Accordance with the Requirements of LA DOTD.

1. Test every 2,500 square yards of pulverized base for conformity with gradation requirements.

2. Test for density requirements each 1,200 square yards of compacted reconstructed base.

2.3 SANITARY SEWER TESTING

A. Perform Infiltration Tests.

B. Perform Pressure Tests.

C. Perform Pipe Deflection Tests.

2.4 POTABLE WATER TESTING

A. Perform Hydrostatic Tests.

PART 3 PAYMENT

3.1 PAYMENT FOR TESTING

- A. Unless stated otherwise in the special provisions, the Contractor shall include within the contract sum an amount sufficient to cover all testing and inspection required by these specifications and any additional testing required by governmental agencies having jurisdiction.
- B. The Engineer shall approve the Testing Laboratory and the Contractor shall pay the cost of the testing required by this section.

END OF SECTION 01 45 29

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities.
- B. Temporary Telecommunications services.
- C. Temporary Sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste Removal
- H. Removal of Utilities, facilities and Controls.

1.02 FIELD OFFICE

- A. A complete set of Contract Documents including all addenda, shop drawings, etc. shall be maintained at this location and all modifications to the contract shall be noted on these Documents in red ink.

1.03 TEMPORARY UTILITIES

- A. The Contractor shall provide temporary water, electricity and other utilities for the construction operations.
- B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.04 TELECOMMUNICATIONS SERVICES

- A. The Contractor shall make arrangements for, provide and pay for a telephone for the use of construction personnel.
- B. Superintendent, when outside the office, on this site, shall carry an email capable portable telephone.

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. The Contractor shall provide for the use of his workmen, adequate sanitary toilet facilities.
- C. The use of portable chemically treated toilets is acceptable; however, all requirements of local Health Authority must be complied with.

1.06 BARRIERS, ENCLOSURES, FENCES, ETC

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. The Contractor shall furnish the following (but not limited to) as required for the protection of the Owner and the public from any damage due to the construction operations:
 - 1. Temporary exterior fences
 - 2. Interior dust partitions
 - 3. Temporary security partitions
 - 4. Warning Lights
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- D. Contractor shall comply with all regulations governing construction activities, including safety regulations, sanitary regulations, etc. applying in the area.

1.07 INTERIOR ENCLOSURES

- A. Provide temporary partitions to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials, furnishings and equipment.
- B. Construction: Framing (contractor's option) and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces.

1.08 SECURITY

- A. Contractor shall be responsible for security in the area of work. Provide barriers, warnings, services, fences, etc. to protect work in place, stored materials, supplies, tools, etc. as required. Owner will assume no responsibility for the area of work during this contract period.

1.09 VEHICULAR ACCESS AND PARKING

- A. Provide and maintain access to fire hydrants, free of obstructions.
- B. Provide means of removing mud from vehicle wheels before entering streets.

1.10 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from Units DAILY.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

END OF SECTION

SECTION 01 56 00

Temporary Barriers and Enclosures

PART I - GENERAL

1.1 SUMMARY

A. Use of Barriers and Enclosures: The Contractor shall furnish, erect and maintain temporary barriers, barricades, enclosures, and temporary construction fencing as required for the following:

1. To protect the health and safety of occupants and the general public from exposure to immediate physical harm as well as to noise, dust, and fumes. Note that this Section does not provide minimum requirements related to Indoor Air Quality.
2. To protect new and pre-existing adjacent construction from exposure to physical damage, dust, dirt, and water.
3. To provide security of valuable property.
4. To protect trees and plants.

1.2 RELATED DRAWINGS

A. Drawing 01 56 00-1, Tree Protection Fencing Requirements

PART 2 - PRODUCTS

2.1 GENERAL FABRICATION

A. Substantial Construction: Barriers and enclosures shall be of adequately substantial construction to serve their purpose without failure throughout the duration of their use. Materials may be new or used, suitable for the intended purpose, but shall not violate requirements of applicable codes and standards.

B. Rigid Fencing: The general public, as well as adjacent lawns and plantings, shall be protected from harm by the installation of continuous, durable, rigid fencing at the limit lines of each construction area.

C. Tree Protection: Existing trees that are adjacent to a construction site shall be protected from damage by the installation of durable, rigid 6 foot high fencing at the drip line of each tree.

PART 3 - EXECUTION

3.1 TEMPORARY BARRIER BASIC REQUIREMENTS

- A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for required purposes.
- B. Install barriers and enclosures so as to not create new hazards such as tripping or protrusions that might be a source of safety concern to pedestrians or passers-by.
- C. When necessary due to placement of barriers, establish reasonable alternative access and traffic control for vehicles and pedestrians.
- D. When barriers are in the public right of way or on adjacent private property, obtain construction easements / licensing agreements / permits for the use prior to placement of the barriers.
- E. Maintain barriers during entire construction period.
- F. Relocate barriers as required by progress of construction.

3.2 SITE STAGING

- A. Install barriers in accordance with the Drawings.
- B. If there are any adjacent non-university properties licensed by the University for use during construction, insert all relevant terms here. Terms may include: associated reimbursement costs, description or layout of physical limits, timelines and notifications, and references to other sections on insurance. Recommend to insert reference note to this section on the site staging plan in the Drawings.

Note to PSC: The PSC shall consider site staging and logistics prior to 50%CD submission to provide the University adequate time for negotiating the use portions of adjacent properties.

- C. If any portion of a municipal or state right-of-way will be used or affected during construction operations, insert the requirements as prescribed by the right-of-way authority. Contact information and links to city or state websites are encouraged.

Note to PSC: The PSC shall consider site staging and logistics prior to 50%CD submission to provide the University adequate time to receive Champaign, Urbana, Savoy, or IDOT comments and requirements.

3.3 TREE AND PLANT PROTECTION REQUIREMENTS

- A. Preserve and protect existing trees and plants at site which are designed to remain, and those adjacent to site.
- B. Consult with the Owner for removal of agreed-on roots and branches which interfere with construction.

1. Employ a qualified tree surgeon to remove, and to treat cuts.
- C. Provide temporary barriers to a height of six feet, around each, or around each group, of trees and plants. The barriers shall be placed at the drip line of each tree.
- D. Protect root zones of trees and plants:
1. Do not allow vehicular traffic or parking.
 2. Do not store materials or products.
 3. Prevent dumping of refuse or chemically injurious materials or liquids.
 4. Prevent puddling or continuous running water.
- E. Carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage.
- F. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations. Any damage and any necessary replacements will be evaluated by F&S horticulturists.

3.4 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by the Owner.
- B. Clean and repair damage caused by installation, fill and grade areas of the site to required elevations and slopes, and clean the area.

END OF SECTION 01 56 00

SECTION 01 62 00
PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Whenever manufacturer's or trade names appear on the plans or in the specifications, the following words "OR EQUAL" or "OR APPROVED EQUAL" or similar words shall be assumed to follow such manufacturer's or trade names, whether they actually do appear or not.
- B. It is the intention of this specification that, wherever a product is identified by name, equal products which are properly submitted and which meet the Architect's approval may be used. Refer to Instruction To Bidders Article 15. Substitutions.
- C. General Contractor shall certify that any product he selects, which is specified by description or performance specification, contains no asbestos.

END OF SECTION

SECTION 01 66 00
PRODUCT HANDLING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
 - 2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.03 MANUFACTURER'S RECOMMENDATIONS

- A. Except as otherwise approved by the Architect, determine and comply with manufacturers' recommendations on product handling, storage and protection.

1.04 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Architect may reject as non-complying such material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality and other pertinent information.

1.05 PROTECTION

- A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.

1.06 REPAIRS AND REPLACEMENT

- A. In event of damage, promptly make replacements and repairs to the approval of the Architect of the Architect and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 01 71 23
FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
 - 1. Establishing and maintaining lines and levels.
 - 2. Structural design of shores, forms and similar items provided by the Contractor as part of his means and methods of construction.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
 - 2. Additional requirements for field engineering also may be described in other sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.03 SUBMITTALS

- A. Comply with pertinent provisions of Section 01 33 23 "SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES".
- B. Upon request of the Architect, submit:
 - 1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services.
 - 2. Documentation verifying accuracy of field engineering work.
 - 3. Certification signed by the Contractor's retained field engineer, certifying that elevations and locations of improvements are in conformance or nonconformance with requirements of the Contract Documents.

1.04 PROCEDURES

- A. In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities:
 - 1. Locate and protect control points before starting work on the site.
 - 2. Preserve permanent reference points during progress of the Work.
 - 3. Do not change or relocate reference points or items of the Work without specific approval from the Architect.
 - 4. Promptly advise the Architect when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
 - a. Upon direction of the Architect, require the field engineer to replace reference stakes or markers.
 - b. Locate such replacements according to the original survey control.

END OF SECTION

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Each Contractor and/or Subcontractor shall do all necessary cutting at his own expense. Also, any cost incurred by defective or ill-timed work shall be borne by the party responsible for cutting and patching.
- C. The Contractor and/or Subcontractor shall not endanger any work by cutting and shall not cut or alter the work of any subcontractor without the consent of the Architect and other persons involved.
- D. Patching shall be performed by tradesmen experienced in the required trade.
- E. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Repair areas adjacent to cuts to required condition.
 - 4. Repair new work damaged by subsequent work.
 - 5. Remove samples of installed work for testing when requested.
 - 6. Remove and replace defective and non-conforming work.
- F. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

END OF SECTION

SECTION 01 74 13
CLEANING UP

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Progress Cleaning
- B. Final Cleaning

1.02 PROGRESS CLEANING

- A. Entire construction area shall be kept neat, clean and safe at all times. Pick up construction debris on a daily basis.
- B. Remove lunch debris from site daily. No food debris shall be left within the project site overnight.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- I. At the completion of the project, in addition to the removal of rubbish and leaving the areas broom clean, Contractor shall clean the following (not limited to):
 - 1. Remove stains, spots, marks and dirt from decorated work
 - 2. Clean hardware
 - 3. Remove paint spots and smears from all surfaces
- J. The Contractor shall also clean up, fill holes, grade and resod all property areas damaged by construction operations, areas used for material storage or other construction purposes.

END OF SECTION

SECTION 01 77 19
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in the General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. When the Contractor considers the Work has reached Final Completion, submit written certification that the Contract Documents have been reviewed, the Work has been inspected, and that the Work is complete in accordance with the Contract Documents and ready for the Architect's inspection.
- C. In addition to submittals required by the Conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments and the sum remaining due.
- D. The Architect will issue a final Change Order reflecting approved adjustments to the Contract not previously adjusted by Change Order, if and when applicable.

1.02 PROJECT RECORD DOCUMENTS

- A. Store documents separate from those used for construction. Documents to include one set of Contract Documents, all shop drawings, data sheets, addenda, job sketches, etc. issued or reviewed during the Contract period.
- B. Keep documents current. Make all entries in red ink. Do not permanently conceal any work until information has been recorded.
- C. At Contract Closeout, submit documents with transmittal letter containing date, Project title, the Contractor's name and address, list of documents, and the signature of the Contractor. Submit to Architect who will prepare final As-Built Drawings.

1.03 WARRANTIES AND BONDS

- A. Provide duplicate notarized copies. Execute the Contractor's submittals and assemble documents executed by Subcontractors, Suppliers and Manufacturers. Provide table of contents and assemble in a binder with durable plastic cover.
- B. Submit material prior to final Application for Payment. For items of work delayed materially beyond the date of Substantial Completion, provide updated submittal within 10 days after acceptance of the item, listing the date of acceptance of the item as the start of the warranty period.
- C. **GUARANTEE WARRANTY**
 - 1. The Contractor shall and does hereby warrant and/or guarantee the following:
 - a. For a period of 1 year from the date of completion as evidenced by the date of final acceptance of the work, the Contractor does warrant all work performed by him under the contract and for which guarantees are required in sections of these specifications.
 - b. Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the Owner.
 - c. Where guarantees or warranties are written in any section of these specifications or in the manufacturers' literature for longer terms, such longer terms shall apply.

END OF SECTION

SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of various built site elements including but not limited to:
 - 1. Concrete Removal.
 - 2. Removal of subsurface drainage system.
 - 3. Utilities. Coordinate plumbing and electrical work with utility company & Owner.
- B. Selective demolition of building elements for alteration purposes.
 - 1. Removal of sidewalks.
- C. Demolition of various building elements including but not limited to:
 - 1. Removal of selected trees and vegetation.

1.02 RELATED REQUIREMENTS- NOT USED

1.03 SUBMITTALS

- A. Photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner's Representative prior to start of work.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.04 JOB CONDITIONS

- A. Protections: Provide temporary barricades and other forms of protection to protect personnel and general public from injury due to demolition work.
- B. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- C. Traffic: Conduct demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- D. Utility Services: Maintain existing utilities and protect them against damage during demolition operations. General Contractor will be responsible for repair to any and all existing utility services. Utilities include but are not limited to: Sewer, Gas, Water, Electricity, Telephone and Cable.
- E. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with governing regulations.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.
- C. Remove fences and gates.
- D. Remove other items as indicated on the drawings.

- E. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as required so that required rough grade elevations do not subside within one year after completion.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Provide, erect, and maintain temporary barriers and security devices.
 - 2. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 3. Do not close or obstruct roadways or sidewalks without prior authorization and/or required permit.
 - 4. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- B. Protect existing structures and other elements that are not to be removed.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- E. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- F. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- G. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Verify that abandoned services serve only abandoned facilities before removal.
 - 3. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.

- E. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.

3.06 SALVAGE

- A. Drainage of all waste in a safe & legal manner.

END OF SECTION

Section 22 11 13
Water Distribution Systems

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including General and Supplementary Conditions apply to work of this section.

1.2 DESCRIPTION AND SCOPE

- A. The work covered by this section of the specification consist of furnishing and installing water lines of the type and size designated, valves, fire hydrants, fittings and accessories necessary to provide a complete system ready for operation and acceptable in accordance with these specifications or special provisions. The water lines, valves, fire hydrants, fittings and accessories shall be located in accordance with the plans, unless otherwise directed by the Architect. This shall include furnishing, transporting, excavation, bracing, bedding, dewatering, laying, jointing, testing, sterilizing, backfilling and surface cleanup.

PART 2 – CLEAN UP

2.1 MATERIALS

- A. The pipe, valves, fittings and fire hydrants, shall be of the type and size called for on the Plans or in the Proposal, and shall be in accordance with the following appropriate requirements.
- B. Cast Iron Pipe Fittings
 - 1. Cast iron pipe and fittings shall be as specified. Materials shall conform to the applicable requirements as specified under A.W.W.A. C 151.
 - 2. All cast iron pipe and fittings shall be cement lined and bituminous coated inside in accordance with ASA Specifications A21.4 and bituminous coated outside in accordance with Federal Specifications WW-P-421 C.
 - 3. Mechanical joints and joint materials shall conform to the applicable requirements as specified under Section 160.05. Slip joints with rubber ring gaskets shall comply with Federal Specifications WW-P-421.
- C. Polyvinyl Chloride (PVC) Pressure Pipe
 - 1. Pipe shall meet requirements of A.W.W.A. C900 Polyvinyl Chloride (PVC) Pressure Pipe (Cast Iron O.D.). All Class 150 pipe shall meet the requirements of DR 18, and Class 200 shall meet the the requirements of DR 14.
- D. Steel Pipe
 - 1. Steel water pipe, including fittings, bends, flanges, joints, linings and coatings, shall be as specified for steel pipe under A.W.W.A. C200. Exterior surfaces of pipe installed above ground shall be cleaned and painted with two coats of red lead primer and two coats of aluminum bronze paint.
 - 2. Exterior surfaces underground shall be primed with TC Cold prime and wrapped with a single wrap of Tapecoat CT. (TC Cold prime and Tapecoat CT or mfg. by the Tapecoat Co., Evanston, Illinois or approved equal).
- E. Test Certificates
 - 1. With each load of pipe and fittings shipped to the project, the Contractor shall furnish to the Architect certified test reports (three (3) copies), stating that these materials conform in all aspects to the above appropriate specification requirements. The cost of testing issuing certificates shall be included in the

bid price for this item of work.

F. Gate Valve

1. Gate valves shall be Mueller, or approved equal. Valves shall be mechanical j
2. Gate vales shall be resilient seated, manufactured to meet or exceed the requirements of AWWA C509 or latest revision and in accordance with the following specifications. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.
3. The valves are to be nonrising stem with the stem made of cast, forged, or rolled bronze shown in AWWA C509. Two stem seals shall be provided and shall be of the O-ring type, one above and one below the thrust collar. The stem nut, made of bronze, must be independent of the gate.
4. The sealing mechanism shall consist of a cast iron gate having a vulcanized synthetic rubber coating. The resilient sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.
5. The valve bod, bonnet, and bonnet cover shall be cast iron ASTM A126, Class B. All valves are to be tested in strict accordance with AWWA C509.
6. Valves below ground shall be provided with two inch (2") square operating nuts, and above ground flanged valves shall have handwheel operator, both marked to indicate direction of rotation. Valve shall be opened by turning to the left. The operating nut or wheel shall have an arrow, cast in the metal, indicating the direction of the opening. Each valve shall have the maker's initials, pressure rating and year in which manufactured casted on the body.

G. Tapping Sleeve and Tapping Valve

1. Special valves for inserting into or tapping onto pressurized lines shall be used where shown on the Plans for location in which it is not desirable or possible to have off the line for connection by normal cutting-in methods. The valves themselves shall conform to the applicable provision of gate valves as specified above. Housing and bodies shall be manufacturer's standards to accompany the valve. Tapping sleeve and valves shall be Mueller or approval equal.

H. Valve Boxes

1. Valve boxed for the water system shall be made of cast iron with a diameter of not less than five inches (5") and shall have adjustable height. Covers shall be cast with the word "WATER" printed in raised letters. Boxes shall be suitable for installation at the minimum depths specified. The Contractor shall not receive additional compensation for deeper valve boxes made necessary by installation of mains at depths greater than the minimum depths specified.
2. Valve boxes shall be of the three-piece screw type with the appropriate base (round, oval, or dome). Valve boxes shall be Mueller H-10357 or approved equal.

I. Fire Hydrants and Extensions

1. Fire hydrants shall be cast iron bodied, full bronze mounted, suitable for a working pressure of 150 psi and shall meet all requirements of A.W.W.A. Standard C-502, latest revision. Each hydrant shall be given a 300 psi hydrostatic test in the shot. The waterways of hydrants shall be as free as possible of obstruction, sharp turns, corners or other cause of resistance. The hydrant openings are to be constructed with a coefficient rating of .90. The base of the hydrant shall have a mechanical joint connection.
2. The hydrant main valve shall be of the compression type, closing with pressure. The valve shall be faced with rubber, or other approved material. Hydrant shall be traffic model and shall be breakable on impact without loss of water. It shall consist of a breakable safety flange with a breakable coupling. This breakable flange shall permit a full 360 degree rotation of the upper barrel to position nozzles in any desired position.

3. Hydrants shall be furnished with a sealed oil reservoir, located in the bonnet, so that all threaded bearing surfaces are lubricated each time the hydrant is operated. Hydrants that use a grease reservoir will not be acceptable. All hydrant bonnets shall be furnished with a weather cap to protect the operating nut from dirt and water.
4. The hydrant shoe shall have at least two all bronze drain outlets. The complete interior of the shoe shall be epoxy coated to prevent rust and corrosion. The hydrant shall be constructed so that the shoe can be replaced or changed without disassembling any other part of the hydrant.
5. Hydrants located on mains 6 inches and larger shall have 6 inch leads in 6 inch mechanical joint connection, and shall be equipped with two 4-1/2 inch brass nozzles with threads for pumper coupling. The bottom valve of the hydrant shall not be less than 5-1/4 inch in diameter.
6. Hydrants located on 4 inch mains shall have 4 inch leads and 4 inch mechanical joint connections and shall be equipped with two 2-1/2 inch brass nozzles with threads for hose connections. The bottom valve of the hydrant shall not be less than 4-1/4 inch in diameter.
7. Nozzle caps shall be securely fastened to hydrants and shall be threaded to fit nozzles.
8. Drain valves shall be provided for draining the hydrant barrel with the main valve in the closed position. The drain valves shall work automatically with the main valve and shall be an integral part of the main valve. When the main valve is closed, drain valves shall automatically open, insuring rapid and complete drainage of the hydrant riser. They shall close automatically when the main valve is opened. Drain valves that are operated by toggles, springs, or adjustable mechanisms will not be accepted. All parts of this mechanism must be bronze.
9. The lower barrel shall be removable from the shoe while the hydrant is under pressure.
10. All hydrants shall have a bronze seat ring threaded into a bronze drain way to give a bronze to bronze connection. This bronze to bronze connection shall be bolted between the lower barrel shoe. Those bronze to bronze connections that are "Press fit" between the lower barrel and shoe, or those that thread into the shoe area itself, will not be accepted. All connections must be held in place by bolts.
11. All hydrant stop mechanisms shall be located in the shoe. Mechanisms which are located on the upper valve plate or on the operating nut as a "Travel stop-nut" shall not be accepted.
12. Hydrants will operate counterclockwise to open.
13. Hose nozzles and pumper nozzles to be National standard thread only.
14. The distance from the ground line of the hydrant to the top of the hydrant lead shall not be less than thirty (30") inches. Hydrants shall come with one shop coat of red lead. After installation, skinned or scratched surfaces of hydrants shall be wire brushed and touched up. All exposed surfaced shall be given on (1) final field coat of Cook No. 801-Y-203 Spanish Yellow, or approved equal.
15. Fire hydrants shall be supported at the base on foundation at least eighteen (18") inches square of the solid concrete pad (2500 psi). Set concrete foundation on firm, solid ground properly graded.
16. Provide adequate drainage for hydrants when closed by filling circular space around hydrant with at least 7 cubic feet of clean gravel. Place gravel carefully, so as not to place hydrant or valve which has been connected.
17. Before setting, clean hydrants completely free of dirt and other foreign matter. Set hydrants solidly with concrete thrust blocks behind barrel and behind tee connection to prevent movement of pipe in joints or hydrant.
18. Fire hydrants shall be located so that damage from vehicles and/or injury to pedestrians is minimized.

19. When placed behind curb, set hydrant barrel so that no portion of pumper or hose nozzle cap shall be less than six (6") inches or over twelve (12") inches from gutter face of curb, or less than twenty (20') feet from curb line intersection.
 20. When set in lawn space (parkway) between curb and sidewalk or between sidewalk and property line, no portion of hydrant or nozzle cap shall be within six (6") inches of sidewalk.
 21. All hydrants shall stand plumb and shall have their nozzles parallel with, or set at right angles to curb with pumper nozzles facing street curb. They shall conform to established grade, with nozzles at least eighteen (18") inches above ground.
 22. All hydrants shall be set at a depth so that the ground line beading shall be at the same elevation as the existing ground.
 23. Provisions shall be made for lengthening and repairing the hydrant without the necessity of digging.
 24. Alteration to these specifications must be approved in writing.
 25. The manufacturer shall submit a notarized letter of certification that their product meets the above specifications.
- J. Thrust Blocks and Future Connections:
1. Concrete thrust blocks shall be poured at all tees, blind crosses, wyes, ells, bends, and at all pipe ends left for future connection, whether plugged or capped. Concrete shall be poured against undisturbed trench walls.
 2. The thrust block will be designed in accordance with the details shown on the plans for an allowable soil pressure of 500 pounds per square foot and test pressure or 150 pounds per square inch.
 3. Thrust anchorage shall be included in the price bid for fitting or pipe.

PART 3 – EXECUTION

3.1 TRENCHING AND EXCAVATION

- A. The width of the trench at the top of the pipe shall not exceed the external pipe diameter plus two (2) feet, and the banks shall be as nearly vertical as practicable.
- B. The bottom of the trenches shall be graded to provide uniform bearing and support for each section of pipe on undisturbed soil at every point along its entire length, except for the portions of the pipe sections where it is necessary to excavate for bell holes and for the proper making of pipe joints. Bell holes and depression for joints shall be dug after the trench bottom has been graded, and in order that the pipe rest upon the prepared bottom for as nearly its full length as practicable, shall be only of such length, depth, and width as required for properly making the particular type of joint. Care shall be taken not to excavate below the depths indicated. Unauthorized over depths shall be backfilled with earth satisfactory to the Architect, and thoroughly tamped. Except in cases where clearances or depths are indicated on the drawings, trenches for water lines shall be of a depth that will provide a minimum cover over the top of the pipe of thirty-six (36) inches, measured from the top of pipe barrel to finished centerline grade. In open country, the minimum cover will be forty-two (42) inches.
- C. Where sanitary sewer, storm sewer, or other subsurface utilities are encountered in trenching for water lines, it will be permitted to lay pipe above the obstruction if a minimum cover of twenty-four inches (24") can be obtained from center-line profile grade while providing a cushion between the bottom of the pipe and top of the obstruction at least twelve inches (12") in thickness. Otherwise, the obstruction will have to be tunneled under.

3..2 HANDLING AND DISPOSAL OF WATER

- A. The Contractor shall pump, bail or otherwise remove any water which may be found or may accumulate in the trenches and shall perform all work necessary to keep them clear of water from any source while the work is in progress. The cost of removing water by pumping or otherwise, shall be included in the prices bid for various items of the work. It will not be paid for as a separate pay item.
- B. The Contractor must use due vigilance and care so that the no water originating on his work, or due to his work, or which he is obligated to handle and dispose of under his contract, shall discharge or be discharged upon the work or into the trenches of another contract, unless by mutual agreement of parties affected. Nothing in this section is to be construed as preventing the reasonable use by any Contractor of any ditch, canal or gutter which is designed and used for drainage.
- C. The Contractor shall keep his completed work reasonably free of water and shall free it entirely at such times as may be required for the purposes of installation, inspection, etc.
- D. Gutters or drains affected by the trench must be maintained unobstructed. When necessary, a proper conduit shall be placed so as to permit free passage of all drainage water.

3.3 BACKFILLING

- A. The trenches shall not be backfilled until all required tests are performed and until the systems, as installed, conform to the required specification, except that the Contractor, at his option, may backfill the barrel of the pipe leaving the joints exposed until all required tests are performed; unless otherwise directed by the Architect.
- B. The trenches shall be carefully backfilled with the excavated materials approved for backfilling, or other approved materials, free from large clods of earth, deposited in 6-inch layers and thoroughly and carefully rammed until the pipe has a cover of not less than one foot. The remainder of the backfill material shall then be thrown into the trench in one-foot layers and tamped.
- C. Any trenches improperly backfilled, or where settlement occurs, shall be reopened to the depth required for proper compaction, then refilled and compacted, with the surface restored to the required grade compaction, mounted over and smoothed off. Open trenches across paved streets or roadways, or other areas to be paved, shall be back filled in 6-inch layers, and each layer shall be moistened and compacted to a density at least equal to that of the surrounding earth. Along all other portions of the trenches, the ground shall be graded to a reasonable uniformity and the mounding over the trenches left in a uniform and neat condition to the satisfaction of the Architect.

3.4 LAYING AND JOINT PIPE

- A. Immediately before being placed in the trench, all pipe shall be examined for defects and shall be swabbed clean and free from dirt or rubbish. Both bell-end and plain-end of pipe shall be washed with an H.T.H. solution prior to joining the pipe in the ditch, and a small amount of H.T.H. powder shall be placed in the bell-end of each length of pipe prior to its installation in the ditch.
- B. When work is suspended either for the night or for any other reason, open ends of the pipe shall be securely plugged to prevent the entrance of foreign materials.
- C. Dead ends of pipe and unused branches of crosses, tees, valves, etc., shall be closed with plugs suitable to the type of pipe in use.
- D. Proper and suitable tools and appliances for the safe and convenient handling of laying of pipe shall be used and care shall be taken to prevent damage to pipe coating. While pipe laying is in progress, the trench shall be kept free of water. Pipe joints shall be of the type specified for the pipe, and all joints shall be made in strict conformance with

manufacturer's recommendations. Field cut sections for cast iron asbestos cement pipe shall be filed smooth before jointing to prevent injury to the rubber ring gaskets, if applicable. Welded joints shall be made in accordance with A.W.W.A. C-206, "Field Welding of Steel Water Pipe Joints".

- E. Cast iron pipe shall be laid in accordance with A.W.W.A. C-600 "Installation of Cast Iron Water Mains" and A.W.W.A. C-111 "American Standard for Rubber Gasket Joints for Cast Iron Pressure Pipe and Fittings".
- F. PVC Class Water Pipe shall be installed in accordance with Uni-Bell PVC Pipe Association Installation Guide UNI-B-3.

3.5 INSTALLING VALVES AND FITTINGS

- A. Valves and fitting shall be placed in the locations indicated on the plans or at locations designated by the Architect. All water valves shall be set vertically. Any omission of these appurtenance corrected by the Contractor without additional cost to the Owner.
- B. Before being placed in the trench, all valves, fittings, etc., shall be carefully examined by the Contractor to see that they are in good working order. Over each valve shall be placed a cast iron valve box, and the valve box shall be set in accordance with the valve detail as shown on the plans.
- C. Fittings in pipelines shall be firmly secured to prevent the fittings from being blown off the lines when under pressure. When connections are made between new work and existing mains where such cases occur, the connection shall be made by using specials and fittings to suit the actual conditions. All Bends, reducers, tees, crosses, wyes, caps, plugs and such parts that are liable to draw away shall be firmly secured to avoid blowing out of joints. Two-inch by ten-inch (2" x 10") oak blocking shall be used for thrust blocks, unless otherwise specified by the Architect. This blocking is to be placed between the fitting and undisturbed earth.

3.6 INSTALLING FIRE HYDRANTS

- A. Fire hydrants shall be installed at locations shown on the plans, unless otherwise directed by the Architect. Hydrants shall be secured in place by hydrant valve anchoring tee with hydrant anchoring coupling.
- B. Hydrant extensions shall be used as require in the hydrant lead so that the bury line of the hydrant will be flush with the natural ground and the specified cover will be maintained on the main and the hydrant lead.
- C. A minimum of (four) 4 cubic feet of ¾" clean (straight) gravel shall be placed around the drain at the bottom of the hydrant and the gravel shall be covered with tar paper before backfilling. Backfill above the gravel shall be thoroughly tamped.

3.7 CONNECTION NEW WATER MAINS TO EXISTING WATER PIPE LINES

- A. Where indicated on the plans, the water main shall be connected to existing water line by the Baton Rouge Water Company. The Contractor shall coordinate materials and time of connection with the Baton Rouge Water Company.

3.8 TESTING WATER MAINS

- A. Before any water lines will be accepted by the Architect, all lines, shall be subject to hydrostatic pressure test of 150 pounds per square inch. Each test shall not be less than six (6) hours duration with a maintained hydrostatic pressure of 150 pounds per square inch during the entire test.
- B. The Contractor shall furnish all taps, pumps, piping, gauges and measuring device for performing all pressure and leakage tests.

- C. Where cement lined cast iron pipe is used, the pipe shall be filled twenty-four (24) hours in advance of the pressure test. No pressure test shall be made until all concrete thrust blocks are forty-eight (48) hours old.
- D. Care shall be taken to expel air from the pipes, and if necessary, the pipes shall be tapped at the high points to vent the air prior to the pressure test.
- E. The Contractor shall notify Architect of his intent to field hydrostatically test a section of pipeline at least twenty-four (24) hours before the test to take place.
- F. Before testing, the line shall be braced and partially backfilled to extent required to resist line movement from water pressure.
- G. The pressure shall be pumped to 150 psi and held for six (6) hours with the following maximum allowable leakage:

ALLOWABLE LEAKAGE PER 1000 FT.

CAST IRON PIPE Size:	GALLONS PER HOUR
2" or 2 ¼"	0.37
3"	0.55
4"	0.74
6"	1.10
8"	1.47
10"	1.84
12"	2.20
18"	3.31
24"	4.41.

ALLOWABLE LEAKAGE PER 1000 FT.

POLYVINYL CHLORIDE PIPE Size:	GALLONS PER HOUR
4"	0.66
6"	0.99
8"	1.32
10"	1.66
12"	1.99

- H. Leakage shall be determined from amount of water added during test period to maintain test pressure. Added water shall be accurately measured by amount withdrawn from barrel or other container or by other means approved by the Architect.
- I. Leaks shall be located and defective components replaced with new material at Contractors expense.

3.9 STERILIZATION

- A. Following the pressure and leakage tests, all line shall be flushed at a velocity of not less than 2.5 fps, and sterilized in accordance with A.W.W.A. C-60-1.
- B. All new portable water lines, including pipe, valves, etc., shall be sterilized prior to be placed in use with a solution of sodium hypochlorite disinfectant containing not less than fifty (50) parts per million of available chlorine.
- C. For this work, the Contractor shall furnish suitable plugs or caps for the pipe, injection pumps, pipe connections and other equipment together with all labor required. While the disinfectant is being applied to any section of the system, the water shall be allowed to escape at all extremities of the section until an orthotolidin test shows a deep orange color. The disinfectant shall be allowed to remain in the pipe for twenty four (24) hours, after which the lines shall be thoroughly flushed. Each section of the system shall be sterilized

and re-sterilized until three consecutive chlorine-free samples are found to be free of organisms of the coil form group.

- D. Should the initial treatment fail to result in the conditions specified, the original chlorination procedure shall be repeated until satisfactory results are obtained.

END OF SECTION 22 11 13

Section 32 05 23

Cement & Concrete for Exterior Improvements

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Formwork complete with required shoring, bracing and anchorage.
- B. Concrete reinforcing, complete with required supports, spacers and related accessories.
- C. Cast-in-place concrete.
- D. Construction, expansion and contraction joints.

1.2 RELATED WORK

- A. Section 01 45 16: Proof Rolling
- B. Section 01 73 29: Cutting & Patching
- C. Section 32 13 13: Portland Cement Concrete Paving
- D. Section 32 31 13: Chain Link Fences & Gates
- E. Section 32 31 19: Decorative Metal Fences & Gates
- F. Section 32 31 29: Wood Fences & Gates

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 330.1. Maintain one copy at the job site.
- B. Obtain materials from the same source throughout.
- C. Do not place concrete when base surface temperature is less than 40°F or forecast to go below 40° for 24 hours, and when surfaces are wet or frozen.

1.4 REGULATORY REQUIREMENTS

- A. Comply with local codes and ordinances for concrete work on public property.

1.5 TESTS

- A. Testing and analysis will be performed in accordance with practices specified elsewhere in the specifications.
- B. Submit the proposed mix design of each type of concrete at least two weeks prior to commencement of concrete work.
 - 1. Base material proportions on ACI procedures.
 - 2. Show type of materials, slump range, air content, aggregate gradation and 28-day compressive strength.
- C. The Owner's testing agency will take cylinders and perform slump and air entrainment tests in accordance with ACI 301.

1. Four test cylinders will be taken for every 75 (or less) cubic yards of concrete placed each day.
 2. One slump test and air entrainment test will be taken for each set of cylinders taken.
- D. Verify results of tests for compliance with the Contract Documents.

1.6 SUBMITTALS

- A. Submit product data on joint filler, admixtures and curing compounds including properties, chemical composition and installation instructions.
- B. Submit shop drawings showing sizes and locations of reinforcing, splicing details and other pertinent installation details.
- C. Submit certification that concrete materials comply with referenced standards.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Concrete materials:
 1. Cement: ASTM C150 Type I portland cement, gray color.
 2. Aggregates: ASTM C33.
 3. Water: Clean and not detrimental to concrete.
- B. Form materials:
 1. Forms: Wood or steel form material profiled to suit conditions.
 2. Joint filler: ASTM D994 bituminous type, 1/2-inch-thick.
 3. Joint sealants: In accordance with the requirements of the State of Louisiana Department of Transportation and Development Standard Specifications for Roads and Bridges, latest edition.
 4. Form release agent: Colorless mineral oil which will not stain concrete or absorb moisture.
 5. Fillets for chamfered corners: Wood or plastic strips sized to make a 3/4-inch chamfered corner, maximum possible lengths.
- C. Reinforcement:
 1. Reinforcing steel: ASTM A615 Grade 60, deformed billet steel bars, uncoated finish.
 2. Welded wire fabric: ASTM A185 plain type in flat sheets, uncoated finish.
 3. Tie wire: Minimum 16-gauge annealed steel.
 4. Dowels: ASTM A615 Grade 40 plain steel, uncoated finish.

- D. Admixtures:
 - 1. Air entrainment: ASTM C260.
 - 2. Water reducing: ASTM C494 Type F high range.
 - 3. Accelerating: ASTM C494 Type C.
 - 4. Set-retarding: ASTM C494 Type B.
- E. Joint sealer: ASTM D1190 hot poured elastic type.
- F. Curing compound: ASTM C309, Type 1-D, Class 2, 30% solids.

2.2 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. Compressive strength:
 - 1. Sidewalks, pads, curbs and gutters: 3,500 p.s.i. at 28 days.
 - 2. Vehicular pavements: 4,000 p.s.i. at 28 days.
- C. Accelerating Admixtures: Use in cold weather only when approved by the Architect. Use of admixtures will not relax cold weather placement requirements.
- D. Set Retarding Admixtures:
 - 1. Use set-retarding admixtures in hot weather only when approved by the Architect.
- E. Do not add calcium chloride to concrete.

PART 3 EXECUTION

3.1 PREPARATION OF BASE

- A. Verify that the supporting base is properly prepared and compacted, and true to line and grade.
- B. Moisten base to minimize absorption of water from fresh concrete.
- C. Notify the Architect a minimum of 24 hours prior to commencement of concreting operations.
- D. Frames of subsurface structures: Coat surfaces of new and existing frames with oil to prevent bonding with concrete.
- E. Notify the Owner's testing agency a minimum of 72 hours prior to commencement of concreting operations.

3.2 FORM WORK

- A. Form Setting:
 - 1. Place and secure forms to correct locations, dimensions and profiles.

2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
 3. Construct forms sufficiently tight to prevent mortar leakage. Lock form section to be free from ply or movement in any direction.
 4. Place joint fillers vertical in position, in straight lines. Secure to formwork during concrete placement.
 5. Provide chamfers at all exposed concrete edges.
 6. Apply form release agent to form surfaces in accordance with the manufacturer's printed instructions, before placing reinforcing and embedded items.
- B. Grade and Alignment:
1. Check and correct the alignment and grade elevation of the forms immediately before placing the concrete.
 2. When any form has been disturbed or any grade has become unstable, reset and recheck the form.

3.3 REINFORCEMENT

- A. Ensure all reinforcing is clean, and free of rust, scale, oil, dirt or other materials which may reduce bonding.
- B. Have required bends made in the shop without heat.
- C. Place reinforcement in accordance with contract documents.
- D. Interrupt reinforcement at expansion joints.
- E. Support reinforcing with pre-cast concrete blocks, metal chairs or other method approved by the Architect. Supporting with gravel, brick or wood blocks is not permitted.

3.4 GENERAL CONCRETE PLACEMENT

- A. Place concrete in accordance with ACI 330.1. When central or transit mixed concrete is used, place the mixture where it will require as little rehandling as possible.
- B. Keep forms and sub-grade moist during concrete placement.
- C. Ensure reinforcement, embedded items and formed joints are not disturbed during concrete placement.
- D. Do not allow concrete to free fall more than 3-feet.
- E. Distribute and spread concrete as soon as possible. Place concrete continuously between predetermined contraction joints. Do not break or interrupt successive pours such that cold joints occur.

- F. Thoroughly work concrete with suitable tools to remove coarse aggregate from the surface and to place mortar against the form. Work concrete to produce a smooth finish, free of air pockets, water pockets and honeycombs.
- G. Consolidate concrete against and along the faces of all forms and along the full length and on both sides of all joint assemblies with a suitable mechanical vibrator. Do not permit the vibrator to come in contact with forms, joint assemblies or sub-grade. Do not over vibrate concrete or use the vibrator to transport or flow concrete.
- H. Ensure positive drainage to all drains and away from all window sills and door openings, unless specifically noted otherwise.

3.5 ARCHITECTURAL CONCRETE INSTALLATION

- A. Perform concrete installation in accordance with the preceding paragraphs.
- B. Joints shall be provided in accordance with the contract documents.
- C. The concrete shall be screeded to the finished grade and floated to a uniform surface in the standard method.
- D. Color hardener shall be applied evenly to the plastic surface by the dry-shake method using a minimum of 60 pounds per 100 square feet. Apply in two or more shakes, floated after each and trowled only after the final floating.
- E. Follow curing procedures outlined in paragraph 3.09 of this section.

3.6 PAVEMENTS

- A. Longitudinal contraction and construction joints: Sawed 3/8-inch-wide (if sealed) or 1/8-inch-wide (if not sealed), to a depth as per ACI 330.1, at approximately 10-ft. to 16-ft. on centers (maximum based on pavement thickness) with equal spacing between slabs and parallel to the direction of travel. Reference construction documents for joint location(s).
 - 1. Joints are to be sawed.
 - 2. Joint Face: Metal or wood forms. Metal keyways are not to be used.
 - 3. Tie bars (if required): # 4 deformed bars at 30-inches on centers (28-inches for 8-in.-thick pavement).
 - 4. Place joint sealant to a minimum of 1/2-inch-depth with approved backer materials.
- B. Transverse contraction and construction joints: Sawed 3/8-inch-wide (if sealed) or 1/8-inch-wide (if not sealed), to a depth as per ACI 330.1, at approximately 10-ft. to 16-ft. on centers (maximum based on pavement thickness) and perpendicular to the direction of travel. Reference construction documents for joint location(s).
 - 1. Joints are to be sawed.
 - 2. Joint Face: Metal or wood forms. Metal keyways are not to be used.

3. Provide load transfer device (if required) consisting of 1 1/4-inch-diameter smooth dowels at 12- inches on centers. Coat dowels with a thick film of heavy grease.
 4. Tie bars (if required): # 4 deformed bars at 30-inches on centers (28-inches for 8-in.-thick pavement).
 5. Place joint sealant to a minimum depth of 1/2-inch-depth with approved backer materials.
- C. Isolation and expansion joints: Isolate objects abutting or adjacent to paved areas with 1/2-inch-wide pre-molded filler extended the full depth of the slab.
- D. Finishing:
1. Finish concrete in the following sequence: Strike-off, consolidation, floating and removal of laitance.
 2. Provide light broom texture transverse to traffic flow direction.
 3. Round edges of each side of joints to a radius as indicated on the construction documents.
- E. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturers printed instructions for the application.

3.7 CURBS AND GUTTERS

- A. Joints: Construct edges and joints as indicated.
1. Expansion joints: Pre-molded joint filler at no more than 25-ft. on centers. Extend to within 1/4- inch of the surface.
 2. Contraction joints: Score joints at minimum spacing of 5-ft. on centers.
 3. Construct edges and joints as indicated.
- B. Provide for curb cuts, wheel chair ramps and drainage ways as indicated.
- C. Install pre-molded joint filler where curbs adjoin adjacent structures.
- D. Match existing curbs and curb and gutter sections flush.
- E. Hand work curbs as necessary to match drainage structures flush.
- F. Finishing: Finish with a light broom texture.
- G. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturer's printed instructions for the applications.

3.8 WALKS

- A. Construct to general grade and spot elevations indicated. Wavy walks or walks that pond water are not acceptable.
- B. Construct with turned-down edges where indicated.

- C. Place short vertical curves where necessary and where change in grade exceeds 2%. Do not exceed 1/2 inch/ft. slope within 2 feet of top and bottom steps. Crown 1/4 inch/ft. or cross slope to maintain drainage.
- D. Joints:
 - 1. Install 1/2-inch pre-molded joint filler at no more than 25 feet on centers, at walk junctions and intersections, at top and bottom of steps, and where walks abut curbs, building, slabs or other fixed objects. Extend to within 1/4-inch of the surface.
 - 2. Install expansion joints in irregular walk sections at right angles to the walk centerline to create panels not exceeding 250 sq ft. Extend the full depth of the slab.
 - 3. Score joints at minimum spacing of 5 ft. on centers with a suitable edging tool.
- E. Finishing:
 - 1. Slopes exceeding 6%: Finish with a bolted or heavy broom texture.
 - 2. Other surfaces: Finish with a light broom texture.
 - 3. Round edges, including each side of joints and grooves, to a 1/4-inch radius.
 - 4. Finish walks to be 1/4 inch above curb, and with a neat bevel at termination with curbs.
- F. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturer's printed instructions for the application.
- G. Protection: Do not remove forms until at least 24 hours after paving. Protect walks from pedestrian traffic and applied loads for at least three days after paving.

3.9 DUMPSTER PAD

- A. Install pad in accordance with the general and spot elevations indicated. Provide a crown or cross slope at a minimum of 1-inch/ft. across the pad.
- B. Construct the leading edge to form an exposed 8-inch barrier wall.
- C. Isolate footings from the pad with pre-molded joint filler.
- D. Finish pad surface and exposed edges to a smooth trowel finish.
- E. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturer's printed instructions for the application.
- F. Protection: Do not remove forms for at least 24 hours after completion of concrete placement. Do not allow any traffic or other loading on pad until test data reveals design strength has been attained.

3.10 EQUIPMENT PAD

- A. Install pad in accordance with the general contours and spot elevations indicated. Provide a crown or cross slope at a minimum of 1/4 inch/ft. across the pad.
- B. Place pad in minimum 6-inch thickness of granular fill, placed and compacted as specified in Section 02260.
- C. Chamfer exposed edges 3/4 inch.
- D. Finish exposed surfaces to have a light broom texture finish.
- E. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacture's printed instructions for the application.
- F. Protection: Do not remove forms for at least 24 hours after completion of concrete placement. Do not allow any traffic or other loading on pad until test data reveals design strength has been attained.

3.11 SIGN POST FOUNDATION

- A. Post footings may be cast if excavations remain stable. Place forms if excavations will not remain stable.
- B. Place concrete to level of adjacent grades with slight crown to shed water.
- C. Ensure sign posts are plumb prior to initial set.

3.12 PROTECTION

- A. Protect installed items under provisions of Section 01 30 00. In addition to specific protection measures specified above.
- B. Immediately after placement, protect pavement from premature drying, excessive temperatures and from mechanical injury. Maintain environmental and barrier protection for seven days after placement.
- C. Maintain concrete with a minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- D. Protect concrete form paint and stains.

3.13 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with practices specified elsewhere in the specifications.
- B. Maintain records of placed concrete items. Record:
 - 1. Date.
 - 2. Location of pour.
 - 3. Quantity.
 - 4. Air temperature.
 - 5. Test samples taken.

END OF SECTION 32 05 23

Section 31 11 00
Clearing & Grubbing

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Clearing, grubbing, removal and disposal of vegetation, rocks, roots and debris within the limits of the work except objects designated on the construction documents to remain.
- B. Preserve from injury or defacement all vegetation and objects to remain.

1.2 RELATED WORK

- A. Section 01 56 00: Barriers
- B. Section 02 41 13: Demolition
- C. Section 31 22 16: Backfilling & Finish Grading
- D. Section 31 23 00: Site Excavation

1.3 LIMITS OF WORK

- A. Construction area established by the construction documents.
- B. Approved borrow pit areas.
- C. Designated stockpiles of construction material other than borrow material.

1.4 PROTECTION

- A. Protect living trees not marked for removal and outside the construction area per Section 01 56 00. Treat cut or scarred surfaces of trees or shrubs with a paint prepared especially for tree surgery.
 - 1. Trees shall be protected by fencing to be located around the entire perimeter of the tree at the approximate drip line location.
 - 2. Shrubs and bushes shall be protected by fences or barricades.
 - 3. Shallow-rooted plants shall be protected at ground surface under and in some cases outside the spread of branches by ground cover protection consisting of 6-inch additional soil or crushed rock to be removed at completion of project.
- B. Protect bench marks and existing structures, roads, sidewalks, paving and curbs against damage from vehicular or foot traffic.
- C. Maintain designated temporary roadways, walkways and detours for vehicular and pedestrian traffic.

PART 2 PRODUCTS

2.1 FENCING

- A. Fence shall be plywood or dimension lumber. Suitable salvaged materials are acceptable.

2.2 PAINT

- A. Wound paint shall be a standard bituminous product.

2.3 BARRICADES

- A. Barricades shall be in accordance with local governing authority.

PART 3 EXECUTION

3.1 PREPARATION

- A. Maintain bench marks, monuments and other reference points. Re-establish if disturbed or destroyed at no cost to Owner.

3.2 CLEARING AND GRUBBING

- A. Clear and grub areas required for access to site and execution of the work. Remove all stumps, roots within limits of grubbing to the depths below:
 - 1. Footings - 18 inches;
 - 2. Walks - 12 inches;
 - 3. Roads - 18 inches;
 - 4. Parking areas - 12 inches;
 - 5. Subsurface Drainage areas - 6 inches;
 - 6. Fill - 12 inches;
 - 7. In the case of footings, roads, walks, or other construction on fill, the greater depth shall apply.
- B. Remove low hanging, unsound or unsightly branches on trees or shrubs designated to remain.
- C. Trim branches of trees extending over the construction area to a clear height of approximately ten (10) feet.
- D. Grub borrow pit and stockpile areas of all objectionable material. Strip overburden before placing material in stockpile areas.
- E. Perform clearing and grubbing well in advance of construction or material removal activities.

3.3 PRUNING

- A. If trees, shrubs and other perennial growth are damaged in the course of Work of this Contract, prune damaged branches back to the first health (i.e., the nearest undamaged forks in branches or to the trunk) in accordance with standard practices of the industry.
 - 1. Where branches are cut back to the trunks, completely remove branches so there is no stub to become infected and so that bark can heal itself over the cut.

2. "Head-Back" cuts (cuts at right angles to the line of growth) of branches away from a fork will not be permitted.

B. Paint wounds over one (1) inch in diameter.

3.4 DEBRIS REMOVAL

A. Promptly remove cleared debris from site.

B. Obtain permission from applicable regulatory authority for disposal of debris to waste disposal site.

C. Do not burn or bury materials on site.

3.5 REPAIRS

A. Should utilities to remain or other physical property be damaged by work of this section, repair damage at no direct pay.

B. Backfill all excavations opened as a result of the work of this section with the type of fill specified in Section 31 22 16 for the individual locations.

END OF SECTION 31 11 00

Section 31 22 16
Backfilling & Finish Grading

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Finish grade sub-soil.
- B. Cut out areas to receive stabilizing base course materials for paving and sidewalks.
- C. Place, finish grade and compact top soil.

1.2 RELATED WORK

- A. Section 01 45 16: Proof-Rolling
- B. Section 01 45 29: Testing Laboratory Services
- C. Section 01 74 00: Cleaning
- D. Section 31 11 00: Clearing & Grubbing
- E. Section 31 23 00: Site Excavation
- F. Section 31 23 33: Excavating & Backfilling for Utilities

1.3 PROTECTION

- A. Prevent damage to existing trees to remain, bench marks, pavement, and utility lines. Correct damage at no cost to the Owner.

1.4 QUALITY ASSURANCE

- A. Owner will employ a qualified testing laboratory to observe this work and make tests required. Testing Lab will:
 - 1. Have borrow fill, aggregate, sand and topsoil tested and approved before it is moved to the project site.
 - 2. Observe proof-rolling of site to determine adequacy of in-place soils. If soils are not adequate to bear weights which will be imposed, Testing Lab will direct corrective action to be taken.
 - 3. Test in-place soil and filled and compacted areas. If these are not adequate to bear weights imposed, Testing Lab will advise the Structural Engineer of his recommendations. He will direct any corrective measures that are necessary.
 - 4. Verify quantities of material removed and quantities of material placed, where Unit Prices are involved.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Topsoil: Friable loam free from subsoil, roots, grass, excessive amount of weeds, stones and foreign matter; acidity range (pH) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter. Use topsoil stockpiled on site if conforming to these requirements. If inadequate topsoil exists on site, contractor will be responsible for providing additional topsoil.
- B. Granular Backfill: Sound, free-draining sand, gravel or crushed stone with less than 10% passing the No. 200 sieve and maximum diameter of 1-1/2 inches.
- C. Engineered fill: Predominantly non-expansive granular soil, free from organic and inorganic debris, with maximum grain size of 3 inches and containing less than 15% non-plastic fines passing the No. 200 sieve. The plasticity index should be less than 25.
- D. Common earth fill: Selected earth free from organic material, cinders, ice, and rocks over 2 inches in their longest dimension.

PART 3 EXECUTION

3.1 BACKFILLING

- A. Examination: Verify fill materials to be reused are acceptable under requirements of the Contract Documents.
- B. Preparation:
 - 1. Proof roll sub-grade prior to fill placement as specified in Section 01 45 16, and repair unstable sub-grades prior to placement.
 - 2. If directed by the on-site geotechnical engineer, lime stabilization of sub-grade materials may be required to utilize high-plasticity on-site soil materials. Lime stabilization, if required, will be provided on an extra payment basis.
- C. Backfilling:
 - 1. Backfill areas are to required elevations with unfrozen specified materials and compact to density equal to or greater than requirements specified below.
 - 2. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy sub-grade surfaces.
 - 3. Place and compact materials in continuous layers not exceeding the following thickness in compacted depth:
 - a. Granular fill: 6 inches.
 - b. Cohesive fill: 8 inches.

4. Maintain soil at optimum moisture content of backfill materials for structurally loaded areas to attain required compaction density. Landscaped areas may be at optimum moisture content + 3%.
5. Specifications for the addition of water and detailed compaction criteria will need to be developed by the Geotechnical Engineer after a specific borrow source is identified. Contractor to comply with these recommendations once they are developed.

D. Slopes:

1. Slope grade away from building minimum 0.2 feet in 10 feet unless indicated otherwise.
2. Make grade changes gradual. Blend slope into level areas.

E. Stockpile areas:

1. Remove surplus backfill materials from the site.
2. Leave areas completely free of excess materials.

F. Field quality control:

1. Field inspection and testing will be performed as defined in Section 01 45 29.
2. Test and analysis of fill materials will be in accordance with ASTM D698.
3. Compaction testing will be performed in accordance with ASTM D1556 or other method recommended by the Owner's testing agency and acceptable to the Owner's Representative.
4. If test indicates the work of this Section does not meet specified requirements, remove, replace and retest materials at no cost to the Owner.
5. Proof roll compacted fill surfaces under slabs-on-grade and paving for a distance of 10 feet beyond slabs and paving in all directions under provisions of Section 01 45 16.

3.2 PROTECTION OF FINISHED WORK

- A. Re-compact fills subjected to vehicular traffic.

3.3 SCHEDULE

- A. The paragraphs below identify location, fill material to be used (identified from lower to upper fill material), compacted thickness of each fill, and compaction expressed as a percentage of maximum density and optimum moisture in comparison with soil proctor specified above.
- B. Seeded, sodded and landscaped areas: Engineered or earth fill to 6 inches below finish grade, compacted to 90%.
- C. Asphalt Paving: Engineered fill to bottom of base course compacted to 95%.
- D. Concrete paving: Engineered fill to bottom of base course compacted to 95%.

- E. Concrete walks and pads: Engineered fill to bottom of aggregate course, compacted to 95%.

3.4 PLACING TOPSOIL

- A. Place topsoil in areas where seeding, sodding, and planting is to be performed. Place to the following minimum depths, up to finished grade elevations:
 - 1. 6 inches for seeded areas.
 - 2. 6 inches for sodded areas.
- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles and contours of sub-grades.
- D. Remove stone, roots, grass, weeds, debris and other foreign material while spreading.
- E. Manually spread topsoil around trees and plants to prevent damage which may be caused by grading equipment.
- F. Lightly compact placed topsoil.

3.5 CLEAN-UP

- A. Upon completion of work of this Section, clean up and leave area free of debris, excess material, and equipment.
- B. Any excess earth may be disposed of on-site after receiving approval of the intended fill area from the site engineer and geotechnical engineer.

END OF SECTION 31 22 16

Section 31 23 00

Site Excavation

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Excavating and grading for:
 - 1. Roadways & Parking areas.
 - 2. Building pads.
 - 3. Embankment areas.
 - 4. Waterways and ditches (including inlet structures and outlet ditches, channels, waterways, etc.).
- B. Excavating of unsuitable material from beneath structured areas and fill embankment areas.

1.2 RELATED WORK

- A. Section 01 45 29: Testing Laboratory Services
- B. Section 02 41 13: Demolition
- C. Section 31 11 00: Clearing & Grubbing
- D. Section 31 22 16: Backfilling & Finish Grading

1.3 QUALITY ASSURANCE

- A. Testing Laboratory and Soils Engineer:
 - 1. The Soils Engineer and Testing Laboratory's fees will be paid by the Owner except when the Soils Engineer or Testing Laboratory personnel are notified by the Contractor that work will be in progress, and they (Soils Engineer or Laboratory personnel) come to job site and work is not in progress. In that case, the Contractor shall pay for Soils Engineer's or laboratory personnel's time and mileage. Contractor shall pay for retesting as required.
 - 2. Have earth borrow fill and structural fill tested and approved by designated testing laboratory before moving it to the job site.
 - 3. Areas where building and paved areas will be located shall be proof-rolled to determine adequacy of soils compaction. Other areas will be inspected by Soils Engineer to determine adequacy in other areas.
 - 4. Soils compaction testing of in-place soil, and filling compacted areas will be performed by Testing Laboratory in accordance with their requirements.

1.4 EXISTING CONDITIONS

- A. Known underground, surface and aerial utility lines, and buried objects are indicated on the Drawings.

- B. Do not interrupt existing utilities service to facilities occupied and used by the Owner or others, except when permitted in writing, by Owner's Representative and then only after temporary utility services have been provided.

1.5 PROTECTION

- A. Protect trees, shrubs and lawns, rock outcroppings and other features remaining as part of final landscaping.
- B. Protect benchmarks, existing structures, fences, roads, sidewalks, paving and curbs against damage from equipment and vehicular traffic.
- C. Protect aerial, surface, or underground utility lines and appurtenances which are to remain.
- D. Repair damage.
- E. Erosion control must be maintained. Refer to notes on grading plan.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Provide for surface drainage during the period of construction in a manner to avoid creating a nuisance to adjacent areas. Keep excavations free of water during the entire progress of the work, regardless of the case, source, or nature of the water.
- B. Trees shall be left undisturbed, insofar as possible, as shown on drawings.

1.7 SEDIMENT AND EROSION CONTROL

- A. Protect newly graded areas from erosion. Where necessary, temporarily seed disturbed areas with annual rye grass at a rate of 4 lbs/1000 sq. ft. If seeding is necessary in summer months, contact the Owner's Representative for an approved seeding application.
- B. Repair settlement and erosion which occurs prior to acceptance of work.
- C. Temporary Ditch Checks: Place two unbroken straw bales in a "V" formation, with open end upstream in ditches as directed by Owner's Representative. Place ditch check at 50 foot intervals for ditches, with slopes between 1.0 percent and 3.0 percent. For ditches steeper than 3.0 percent, place at 25 foot intervals and stake each bale firmly with a 2" x 4" wood stake or other means as directed by the Owner's Representative.
- D. Leave straw bale ditch checks in place throughout construction except when ditches are fine graded, and seeded or sodded.
- E. Perform periodic maintenance on ditch checks to remove sediment and replace straw bales as necessary so as not to inhibit flow or runoff.

1.8 REFERENCE STANDARDS

- A. Determine soil's maximum dry density and optimum moisture in accordance with ASTM D698.
- B. Rock borings or soundings, if provided, are:

1. For information purposes, only.
2. No guarantee of existing conditions.
3. No substitute for investigations deemed necessary by Contractor.

1.9 QUALITY ASSURANCE

- A. The Owner will employ and independent testing agency to observe work and make tests required. The laboratory will:
 1. Observe proof-rolling to determine adequacy of in-place soils.
 2. Test in-place soil, filled areas and compacted areas.
 3. Verify quantities of materials removed where unit prices are involved.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Topsoil: Excavated material, graded free of roots, subsoil, debris, large weeds, toxic substances, and rocks greater than 1 inch.

PART 3 EXECUTION

3.1 PREPARATION

- A. Establish and identify required lines, levels, contours and datum.
- B. Maintain benchmarks, monuments, and other reference points. Reestablish if disturbed or destroyed, at no cost to Owner.
- C. Before start of grading, establish the location and extent of utilities in the work areas. Notify utilities to remove and relocate lines which are in the way of construction.
- D. Maintain, protect, reroute or extend as required existing utilities to remain which pass through the work area.
- E. Upon discovery of unknown utility or concealed conditions, discontinue affected work and notify the Architect.

3.2 REMOVAL OF TOPSOIL

- A. Remove topsoil of horticultural value from areas to be excavated and re-graded, and stockpile in designated area.
- B. Do not permit topsoil to be mixed with subsoil.
- C. Do not strip topsoil when wet.

3.3 GENERAL SITE EXCAVATION

- A. Do not excavate wet subsoil materials.

- B. Excavate subsoil required to allow placement of compacted backfill under paving and site structures, and to accommodate construction operations.
- C. Machine slope banks to angle of repose or less until shored.
- D. Removed lumped subsoil, boulders and rock.
- E. Completely remove stumps, roots over 1 inch in diameter, and similar on-grade and below-grade obstructions within the area to be covered by new construction and for a distance of 10 feet beyond area in all directions. In other areas disturbed by grading, remove such obstructions to a depth of 2 feet below sub-grade.
- F. Correct unauthorized excavation, including areas over-excavated by error, at no extra cost to the Owner.
- G. Stockpile excavated material in designated area on site to a depth not exceeding 8-feet and protect from erosion. Remove excess material not being reused from site. Stockpile areas are to be identified during a pre-construction meeting of the jobsite.
- H. If existing basements, cellars, cisterns, wells, septic tanks, drain fields, cesspools, catch basins, sink holes, manholes and similar items are encountered, remove to solid sub-grade and break up masonry and/or concrete bottoms so that no pieces remain over 12 inches in their longest dimension.

3.4 PREPARATION OF NATURAL GROUND

- A. Proof-Roll in accordance with Section 01 45 16. Owner's Representative is to identify any unstable areas.
- B. Unsuitable sub-grades identified by the Owner's testing agency may attempt to be stabilized by scarifying, aerating and re-compaction, if these procedures are approved by the geotechnical representative. Scarify at an effective depth of 12-inches and re-compact to the density index specified in Section 31 22 16.
- C. If, after scarification, aeration and re-compaction operations are completed, any exposed sub-grades are determined by the Owner's testing agency as incapable of being stabilized in- place, perform remedial work as specified below.

3.5 REMEDIAL WORK

- A. If, after scarification, aeration and re-compaction operations specified above are completed, any exposed sub-grades are determined by the Owner's testing agency as incapable of being stabilized in- place, undercut to a depth identified by the testing agency and backfill under the appropriate provisions of Section 31 22 16 for the location.
 - 1. Notify the Architect to obtain approval prior to beginning undercutting operations.
 - 2. Keep records of material quantities removed and replace as specified in Division 1 and have materials verified by the Owner's testing agency.

- B. If required, excavate shallow temporary drainage ditches to facilitate removal of excess moisture from sub-grade areas.
- C. Backfill and compaction of areas excavated under this Section is specified in Section 31 22 16.

3.6 CLEAN-UP AND DISPOSAL OF DEBRIS

- A. Remove surplus materials and debris from site.

END OF SECTION 31 23 00

Section 31 23 33

Excavating & Backfilling for Service Utilities

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Excavation for piped utility material.
- B. Provide necessary sheeting, shoring and bracing.
- C. Prepare trench bottom with appropriate materials.
- D. Dewater excavation as required.
- E. Place and compact granular beds, as required, and backfill.

1.2 RELATED WORK

- A. Section 01 45 29: Testing Laboratory Services
- B. Section 31 11 00: Clearing and Grubbing
- C. Section 31 22 16: Backfilling & Finish Grading
- D. Section 31 23 00: Site Excavation
- E. Section 32 84 00: Irrigation Systems
- F. Section 33 14 00: Water Distribution Systems
- G. Section 33 31 00: Sanitary Sewage Systems
- H. Section 33 42 00: Storm Drainage Systems
- I. Section 33 42 27: Storm Drainage Manholes & Catch Basins

1.3 TESTS

- A. Test and analysis of fill materials will be performed to determine compaction of trench backfill in accordance with ASTM D698 and under provisions of Division 1 of the Specifications.
 - 1. Have aggregate tested prior to moving material to the job site.

1.4 PROTECTION

- A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation.
- B. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- C. Notify the Architect of unexpected subsurface conditions and discontinue work in affected area until notification to resume work.
- D. Provide surface drainage to keep excavations free of water. Grade the top perimeter of excavations to prevent surface water run-off into excavations. Pump if required.

- E. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- F. Protect Public utilities at project site property lines to prevent damage.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of LA DOTD and/or the local department of public works.

1.6 COORDINATION

- A. Schedule trench excavations so that those pipes passing under foundations are in place and trenches are properly backfilled before foundations are placed.

Coordinate with other trades affected by this work.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Pipe and structure bedding:

- 1. Bedding and initial backfill material shall be a sand-aggregate mixture. The aggregate shall be free of angular stones that could score, crack, or puncture the pipe. The sand-aggregate mixture shall meet the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1-1/2 inch	95-100
No. 4	30-50
No. 10	20-45
No. 200	0-10

- B. Trench backfill:

- 1. Pavement areas shall be backfilled entirely to sub-base elevation of pavement with Bedding and Initial Backfill material described above..
 - 2. Contractor may alternately use #610 stone for trench backfill meeting the following gradation.

<u>Sieve Size</u>	<u>Percent Passing</u>
1-1/2 inch	100
1 inch	90-100
3/4 inch	70-100
No. 4	35-65
No. 40	12-32
No. 200	5-12

C. #57 Stone Backfill:

1. Clean open graded stone for drainage use shall be 57 Stone backfill meeting the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1-1/2 inch	100
1 inch	90-100
1/2 inch	25-60
No. 4	0-10
No. 8	0-5
No. 200	0-1

PART 3 EXECUTION

3.1 PREPARATION

- A. Identify required lines, levels, contours, and datum under provisions of the Division 1 of the Specifications.

3.2 EXCAVATION

- A. General:
 1. Excavation widths shall comply with East Baton Rouge Standard Plans CPS 701-01 and CPS 801-01 for STD. Bedding and Backfill of Drainage and Sewer respectively. Refer to manufacturers typical installation recommendations and requirements with respect to subsurface detention systems.
 2. Remove lumped subsoil, boulders, and rock.
 3. Depths: As required for installation of utilities, pipes and structures denoted on plans.
 4. When excavation is in rock, over excavate at least 6 inches and backfill with sand for bedding.
 5. Do not allow excavation to interfere with normal 45° bearing splay of foundations.
 6. Correct unauthorized excavation at no cost to the Owner. Fill over-excavated areas under pipe bearing surfaces in accordance with direction by the Architect.
 7. Provide separate trenches for water lines and sewer lines. Provide separation specified in individual utility Sections.

8. Stockpile excavated material in an area designate on the site. Keep material separate from materials stockpiled for reuse as backfill for structures and lawn areas. Remove excess materials from the site.
9. Do not allow any pipe to be laid in wet, muddy or frozen trenches.

Trenches:

1. Bell and spigot type piping:
 - a. Excavate trenches wide enough to allow for proper jointing, bedding and visual inspection of at least the top half of each side of pipe.
 - b. Excavate to a depth below fill aggregate so that tops of all piping are at least one foot below bottoms of concrete slabs.
 - c. Sewer and drain lines: Unless otherwise indicated, establish uniform rates of fall so that lines will have a drop of 1/4 inch per foot inside of the building, and 1/8 inch per foot outside of the building.
 - d. Excavate so that bottom is uniformly smooth, and with bell holes scooped out so that the barrel of each length of pipe is fully supported.
2. Copper pipe, PVC pipe and electrical conduit:
 - a. Excavate to a depth below fill aggregate, or furrow out fill aggregate, as applicable, so that tops of all runs are at least 6 inches below bottoms of concrete slabs after bedding is accomplished.
 - b. In earth fill below aggregate, excavate to a depth of at least 6 inches below bottoms of runs in final position and backfill with sand. Tamp sand to settle it and provide a smooth surface to uniformly support runs.
 - c. In furrowed out fill aggregate, line trenches with a layer of roofing felt. Place at least 3 inches of sand on top of felt and tamp it smooth.
 - d. Trenches may be narrow provided materials to be installed can be properly bedded, connected and inspected.

Pit Excavation:

1. Excavate pits for items such as, but not limited to, manholes, catch basins, and grease traps to depths required for proper installation of items.
2. Make bottoms smooth and level.
3. Over excavate sides of pit enough to provide space for construction of forms or masonry work, as required, for proper installation and inspection.

3.3 INSPECTION

- A. Verify that stockpiled fill is approved.

Verify that adjacent construction is braced to support surcharge forces imposed by backfilling operations.

Verify areas to be backfilled are free of debris, snow, ice or water, and that ground surfaces are not frozen.

3.4 BACKFILLING

- A. General:

1. Do not backfill until lines are installed, tested, and approved.
2. Support pipe and conduit during placement and compaction of bedding fill.
3. Backfill to contours and elevations. Backfill systematically, as early as possible, to allow maximum time for settlement. Do not backfill over porous, wet or spongy surfaces.
4. Place and compact fill materials in continuous layers not exceeding 6 inches in loose depth.
5. Maintain optimum moisture content of backfill materials to attain required compaction density.
6. Remove surplus backfill materials from the site.
7. Leave stockpile areas completely free of excess fill materials. Backfilling pipe 10 inches in diameter and larger:
 1. Bed pipe a minimum depth of 6 inches and extend bedding to 12" minimum above top of pipe. Place bedding to uniformly support pipe along the entire length and compact haunches per pipe manufacturer requirements.
 2. Backfill with approved materials to level of adjacent grades by placing in 8 inch maximum lifts and compacting each lift as specified herein.

Backfilling pipe less than 8 inches in diameter:

1. Bed pipe a minimum depth of 3 inches and extend to one foot above top of pipe. Place bedding to uniformly support pipe along the entire length and tamp to a dense condition.
2. Backfill with approved materials to level of adjacent grades by placing in 6 inch maximum lifts and compacting each lift as specified herein.

Backfilling pits:

1. Do not backfill pits until items have been completed and tested.
2. Concrete, masonry and cast iron items: Backfill with coarse aggregate. Place aggregate in one foot layers and compact each layer after it is placed.

3. Where items are placed in lawn areas, fill aggregate to within 2 ft. Of finished grade, and finish backfilling to grade with earth fill. Tamp and compact earth fill to the same density as adjacent grade materials.
4. Where items are placed in areas covered by paving or other hard surfaced construction, fill with coarse aggregate to bottom of base course.

3.5 TOLERANCES

- A. Top surfaces of backfilling: 1 inch.

3.6 COMPACTION

- A. Structural areas (outside of building pad): Compact to 95% of the proctor density specified above. Lawn and landscape areas: Compact to 95% of the proctor density specified above.

3.7 CLEAN-UP

- A. After work of this Section is completed, leave areas clean and free from debris. After backfill is complete, remove excess fill material from the job site.

END OF SECTION 31 23 33

Section 31 32 19.23

Geotextile Fabric System

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Furnishing and placing geotextile fabric in accordance with these specifications and in conformance with the details shown on the construction plans.

1.2 RELATED WORK

- A. Section 31 23 33: Excavating & Backfilling for Utilities
- B. Section 32 11 23: Aggregate Base Courses
- C. Section 32 11 23.16: Blended Calcium Sulfate Base Courses
- D. Section 32 13 13: Portland Cement Concrete Paving
- E. Section 32 14 13: Concrete Pavers

1.3 ACCEPTANCE PROCEDURE

- A. Typical Sample Analysis
- B. Certification that paint meets requirements

PART 2 PRODUCTS

2.1 GEOTEXTILE FABRIC

- A. General Requirements: Geotextile fabric shall be composed of at least 85 percent by weight (mass) of polyolefins, polyesters, or polyamides. Geotextile fabric shall be resistant to chemical attack, rot and mildew and shall have no tears or defects which adversely alter its physical properties. Edges of geotextile fabric shall be finished to prevent the outer yarn from pulling away from the fabric. Fibers of other composition may be woven into the geotextile fabric for reinforcing purposes. Durability of these fibers shall be equivalent to that of the geotextile fabric. Geotextile fabric rolls shall be furnished with an opaque, waterproof wrapping for protection against moisture and extended ultraviolet exposure prior to placement.
- B. Geotextile fabric rolls shall be labeled or tagged with the manufacturer's name, date of manufacture, batch number, and name of product.
- C. Substitutions: Materials of the same function and performance are acceptable under provisions defined in Division 1 of the Specifications. Unless otherwise specified on the construction plans or in the project specifications, the geotextile fabric shall be an approved product in LA Dept. of Transportation and Development QPL 61.

Geotextile Fabric System

Project 31 32 19.23 - 2

- D. Detail Requirements: Geotextile fabric shall comply with the requirements in the following table:

		Requirements Classes						
Property	Test Method	A	B	C	D	S	F	G
AOS, Metric Sieve, μm , Max.	ASTM D4751	300	300	300	212	600	850	850
Grab Tensile, N, Min.	ASTM D4632	330	400	580	800	800	400	400
%Elongation @ Failure, Min.	ASTM D4632	---	---	50	50	---	---	---
%Elongation @ 200 N, Max.	ASTM D4632	---	---	---	---	---	---	50
Burst Strength, N, Min.	ASTM D3787	440	620	930	1290	1390	---	---
Puncture, N, Min.	ASTM D4833	110	130	180	330	330	---	---
Trapezoid Tear Strength, N, Min.	ASTM D4533	110	130	180	220	220	---	---
Permittivity, Sec.^{-1} , Min.	ASTM D4491	1.0	1.0	1.0	1.0	0.2	0.01	0.01
Grab Tensile Strength Retained after Weathering 150 h, UVA Lamps, %, Min.	ASTM D 4632 ASTM G 154	70	70	70	70	70	---	---
Grab Tensile Strength Retained after Weathering 500 h, UVA Lamps, %, Min.	ASTM D 4632 ASTM G 154	---	---	---	---	---	70	70

- E. Geotextile fabric shall be utilized as followed per table above:

1. Drainage

- Underdrains: Class A, B, C, or D
- Pipe and Precast Manhole Joints: Class A, B, C, or D
- Weep Holes: Class A, B, C, or D
- Bedding Fabric: Class B, C, or D
- Approach Slabs: Class B, C, or D

2. Stabilization

- Bulkheads: Class C or D
- Flexible Revetments: Class C or D
- Rip Rap: Class D
- Railroad Crossings: Class D

- e. Base Course: Class D
- f. Sub-grade Layer: Class D
- g. Soil Stabilization: Class C, D, or S
- 3. Paving Fabric: Class B or C
- 4. Silt Fencing:
 - a. Wire Supported: Class F
 - b. Self Supported: Class G

PART 3 EXECUTION

3.1 INSTALLATION

- A. Geotextile fabric shall be placed at the locations shown on the construction plans or as directed.
- B. Adjacent rolls of geotextile fabric will be overlapped or sewn. When rolls are overlapped, the overlap shall be a minimum of eighteen (18) inches, or as specified in the construction plans, including the ends of the rolls. The top layer of the geotextile fabric shall be parallel with adjacent rolls and in the direction of embankment placement. When rolls are sewn, the contractor shall join adjacent rolls by sewing with polyester or Kevlar thread. Field sewing shall employ the "J" seam or "Butterfly" seam with the two pieces of geotextile fabric mated together, turned in order to sewer through four (4) layers of fabric and sewn with two (2) rows of Type 401, two-thread chain stitch. Factory seams other than specified may be submitted to the Materials and Testing Laboratory for approval. Where the ground is covered with water or soil is saturated, sewer of the geotextile fabric will be required.
- C. Geotextile fabric shall be placed as smooth as possible with no wrinkles or folds, except in curved road sections. For curved road sections, the geotextile fabric shall be folded to accommodate the curve. The fold shall be in the direction of construction and pinned or stapled.
- D. Ruts that occur during construction shall be filled and compacted prior to placement of geotextile fabric.
- E. Damaged geotextile fabric shall either be removed and replaced with new geotextile fabric or covered with a second layer of geotextile fabric extending two (2) feet in each direction from the damaged area.
- F. Protection:
 - 1. Rolls of geotextile fabric shall be kept covered and protected from ultraviolet degradation at all times until use. If ultraviolet damage occurs, the geotextile fabric shall be removed and replaced.
 - 2. Geotextile fabric that has been installed shall be covered with embankment within seven (7) calendar days.

END OF SECTION 31 32 19.23

Section 32 13 13
Portland Cement Concrete Paving

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Formwork complete with required shoring, bracing and anchorage.
- B. Concrete reinforcing, complete with required supports, spacers and related accessories.
- C. Cast-in-place concrete.
- D. Construction, expansion and contraction joints.

1.2 RELATED WORK

- A. Section 01 45 16: Proof Rolling
- B. Section 01 45 29: Testing Laboratory Services
- C. Section 01 73 29: Cutting & Patching
- D. Section 31 22 16: Backfilling & Finish Grading
- E. Section 31 32 13.19: Lime Soil Stabilization
- F. Section 32 05 23: Cement & Concrete for Exterior Improvements
- G. Section 32 11 23: Aggregate Base Courses

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 330.1. Maintain one copy at the job site.
- B. Obtain materials from the same source throughout.
- C. Do not place concrete when base surface temperature is less than 40°F or forecast to go below 40° for 24 hours, and when surfaces are wet or frozen.

1.4 REGULATORY REQUIREMENTS

- A. Comply with local codes and ordinances for concrete work on public property.

1.5 TESTS

- A. Testing and analysis will be performed in accordance with practices specified in Section 01 45 29.
- B. Submit the proposed mix design of each type of concrete at least two weeks prior to commencement of concrete work.
 - 1. Base material proportions on ACI procedures.

2. Show type of materials, slump range, air content, aggregate gradation and 28-day compressive strength.
- C. The Owner's testing agency will take cylinders and perform slump and air entrainment tests in accordance with ACI 301.
 1. Four test cylinders will be taken for every 75 (or less) cubic yards of concrete placed each day.
 2. One slump test and air entrainment test will be taken for each set of cylinders taken.
- D. Verify results of tests for compliance with the Contract Documents.

1.6 SUBMITTALS

- A. Submit product data on joint filler, admixtures and curing compounds including properties, chemical composition and installation instructions.
- B. Submit shop drawings showing sizes and locations of reinforcing, splicing details and other pertinent installation details.
- C. Submit certification that concrete materials comply with referenced standards.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Concrete materials:
 1. Cement: ASTM C150 Type I portland cement, gray color.
 2. Aggregates: ASTM C33.
 3. Water: Clean and not detrimental to concrete.
- B. Form materials:
 1. Forms: Wood or steel form material profiled to suit conditions.
 2. Joint filler: ASTM D994 bituminous type, 1/2-inch-thick.
 3. Joint sealants: In accordance with the requirements of the State of Louisiana Department of Transportation and Development Standard Specifications for Roads and Bridges, latest edition.
 4. Form release agent: Colorless mineral oil which will not stain concrete or absorb moisture.
 5. Fillets for chamfered corners: Wood or plastic strips sized to make a 3/4-inch chamfered corner, maximum possible lengths.
- C. Reinforcement:
 1. Reinforcing steel: ASTM A615 Grade 60, deformed billet steel bars, uncoated finish.

2. Welded wire fabric: ASTM A185 plain type in flat sheets, uncoated finish.
 3. Tie wire: Minimum 16-gauge annealed steel.
 4. Dowels: ASTM A615 Grade 40 plain steel, uncoated finish.
- D. Admixtures:
1. Air entrainment: ASTM C260.
 2. Water reducing: ASTM C494 Type F high range.
 3. Accelerating: ASTM C494 Type C.
 4. Set-retarding: ASTM C494 Type B.
- E. Joint sealer: ASTM D1190 hot poured elastic type.
- F. Curing compound: ASTM C309, Type 1-D, Class 2, 30% solids.

2.2 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. Compressive strength:
1. Sidewalks, pads, curbs and gutters: 3,500 p.s.i. at 28 days.
 2. Vehicular pavements: 4,000 p.s.i. at 28 days.
- C. Accelerating Admixtures: Use in cold weather only when approved by the Architect. Use of admixtures will not relax cold weather placement requirements.
- D. Set Retarding Admixtures:
1. Use set-retarding admixtures in hot weather only when approved by the Architect.
- E. Do not add calcium chloride to concrete.

PART 3 EXECUTION

3.1 PREPARATION OF BASE

- A. Verify that the supporting base is properly prepared and compacted, and true to line and grade.
- B. Moisten base to minimize absorption of water from fresh concrete.
- C. Notify the Architect a minimum of 24 hours prior to commencement of concreting operations.
- D. Frames of subsurface structures: Coat surfaces of new and existing frames with oil to prevent bonding with concrete.
- E. Notify the Owner's testing agency a minimum of 72 hours prior to commencement of concreting operations.

3.2 FORM WORK

A. Form Setting:

1. Place and secure forms to correct locations, dimensions and profiles.
2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
3. Construct forms sufficiently tight to prevent mortar leakage. Lock form section to be free from ply or movement in any direction.
4. Place joint fillers vertical in position, in straight lines. Secure to formwork during concrete placement.
5. Provide chamfers at all exposed concrete edges.
6. Apply form release agent to form surfaces in accordance with the manufacturer's printed instructions, before placing reinforcing and embedded items.

B. Grade and Alignment:

1. Check and correct the alignment and grade elevation of the forms immediately before placing the concrete.
2. When any form has been disturbed or any grade has become unstable, reset and recheck the form.

3.3 REINFORCEMENT

- A. Ensure all reinforcing is clean, and free of rust, scale, oil, dirt or other materials which may reduce bonding.
- B. Have required bends made in the shop without heat.
- C. Place reinforcement in accordance with contract documents.
- D. Interrupt reinforcement at expansion joints.
- E. Support reinforcing with pre-cast concrete blocks, metal chairs or other method approved by the Architect. Supporting with gravel, brick or wood blocks is not permitted.

3.4 GENERAL CONCRETE PLACEMENT

- A. Place concrete in accordance with ACI 330.1. When central or transit mixed concrete is used, place the mixture where it will require as little rehandling as possible.
- B. Keep forms and sub-grade moist during concrete placement.
- C. Ensure reinforcement, embedded items and formed joints are not disturbed during concrete placement.
- D. Do not allow concrete to free fall more than 3-feet.

- E. Distribute and spread concrete as soon as possible. Place concrete continuously between predetermined contraction joints. Do not break or interrupt successive pours such that cold joints occur.
- F. Thoroughly work concrete with suitable tools to remove coarse aggregate from the surface and to place mortar against the form. Work concrete to produce a smooth finish, free of air pockets, water pockets and honeycombs.
- G. Consolidate concrete against and along the faces of all forms and along the full length and on both sides of all joint assemblies with a suitable mechanical vibrator. Do not permit the vibrator to come in contact with forms, joint assemblies or sub-grade. Do not over vibrate concrete or use the vibrator to transport or flow concrete.
- H. Ensure positive drainage to all drains and away from all window sills and door openings, unless specifically noted otherwise.

3.5 ARCHITECTURAL CONCRETE INSTALLATION

- A. Perform concrete installation in accordance with the preceding paragraphs.
- B. Joints shall be provided in accordance with the contract documents.
- C. The concrete shall be screeded to the finished grade and floated to a uniform surface in the standard method.
- D. Color hardener shall be applied evenly to the plastic surface by the dry-shake method using a minimum of 60 pounds per 100 square feet. Apply in two or more shakes, floated after each and trowled only after the final floating.
- E. Follow curing procedures outlined in paragraph 3.09 of this section.

3.6 PAVEMENTS

- A. Longitudinal contraction and construction joints: Sawed 3/8-inch-wide (if sealed) or 1/8-inch-wide (if not sealed), to a depth as per ACI 330.1, at approximately 12-ft. on centers with equal spacing between slabs and parallel to the direction of travel.
 - 1. Joints are to be sawed.
 - 2. Joint Face: Metal or wood forms. Metal keyways are not to be used.
 - 3. Tie bars (if required): # 4 deformed bars at 30-inches on centers (28-inches for 8-in.-thick pavement).
 - 4. Place joint sealant to a minimum of 1/2-inch-depth with approved backer materials.
- B. Transverse contraction and construction joints: Sawed 3/8-inch-wide (if sealed) or 1/8-inch-wide (if not sealed), to a depth as per ACI 330.1, at approximately 12-ft. on centers and perpendicular to the direction of travel.
 - 1. Joints are to be sawed.
 - 2. Joint Face: Metal or wood forms. Metal keyways are not to be used.

3. Provide load transfer device (if required) consisting of 1 1/4-inch-diameter smooth dowels at 12- inches on centers. Coat dowels with a thick film of heavy grease.
 4. Tie bars (if required): # 4 deformed bars at 30-inches on centers (28-inches for 8-in.-thick pavement).
 5. Place joint sealant to a minimum depth of 1/2-inch-depth with approved backer materials.
- C. Isolation and expansion joints: Isolate objects abutting or adjacent to paved areas with 1/2-inch-wide pre-molded filler extended the full depth of the slab.
- D. Finishing:
1. Finish concrete in the following sequence: Strike-off, consolidation, floating and removal of laitance.
 2. Provide light broom texture transverse to traffic flow direction.
 3. Round edges of each side of joints to a radius as indicated on the construction documents.
- E. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturers printed instructions for the application.

3.7 CURBS AND GUTTERS

- A. Joints: Construct edges and joints as indicated.
1. Expansion joints: Pre-molded joint filler at no more than 25-ft. on centers. Extend to within 1/4- inch of the surface.
 2. Contraction joints: Score joints at minimum spacing of 5-ft. on centers.
 3. Construct edges and joints as indicated.
- B. Provide for curb cuts, wheel chair ramps and drainage ways as indicated.
- C. Install pre-molded joint filler where curbs adjoin adjacent structures.
- D. Match existing curbs and curb and gutter sections flush.
- E. Hand work curbs as necessary to match drainage structures flush.
- F. Finishing: Finish with a light broom texture.
- G. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturer's printed instructions for the applications.

3.8 WALKS

- A. Construct to general grade and spot elevations indicated. Wavy walks or walks that pond water are not acceptable.

- B. Construct with turned-down edges where indicated.
- C. Place short vertical curves where necessary and where change in grade exceeds 2%. Do not exceed 1/2 inch/ft. slope within 2 feet of top and bottom steps. Crown 1/4 inch/ft. or cross slope to maintain drainage.
- D. Joints:
 - 1. Install 1/2-inch pre-molded joint filler at no more than 25 feet on centers, at walk junctions and intersections, at top and bottom of steps, and where walks abut curbs, building, slabs or other fixed objects. Extend to within 1/4-inch of the surface.
 - 2. Install expansion joints in irregular walk sections at right angles to the walk centerline to create panels not exceeding 250 sq ft. Extend the full depth of the slab.
 - 3. Score joints at minimum spacing of 5 ft. on centers with a suitable edging tool.
- E. Finishing:
 - 1. Slopes exceeding 6%: Finish with a bolted or heavy broom texture.
 - 2. Other surfaces: Finish with a light broom texture.
 - 3. Round edges, including each side of joints and grooves, to a 1/4-inch radius.
 - 4. Finish walks to be 1/4 inch above curb, and with a neat bevel at termination with curbs.
- F. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturer's printed instructions for the application.
- G. Protection: Do not remove forms until at least 24 hours after paving. Protect walks from pedestrian traffic and applied loads for at least three days after paving.

3.9 DUMPSTER PAD

- A. Install pad in accordance with the general and spot elevations indicated. Provide a crown or cross slope at a minimum of 1-inch/ft. across the pad.
- B. Construct the leading edge to form an exposed 8-inch barrier wall.
- C. Isolate footings from the pad with pre-molded joint filler.
- D. Finish pad surface and exposed edges to a smooth trowel finish.
- E. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturer's printed instructions for the application.
- F. Protection: Do not remove forms for at least 24 hours after completion of concrete placement. Do not allow any traffic or other loading on pad until test data reveals design strength has been attained.

3.10 EQUIPMENT PAD

- A. Install pad in accordance with the general contours and spot elevations indicated. Provide a crown or cross slope at a minimum of 1/4 inch/ft. across the pad.
- B. Place pad in minimum 6-inch thickness of granular fill, placed and compacted as specified in Section 32 11 23.
- C. Chamfer exposed edges 3/4 inch.
- D. Finish exposed surfaces to have a light broom texture finish.
- E. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacture's printed instructions for the application.
- F. Protection: Do not remove forms for at least 24 hours after completion of concrete placement. Do not allow any traffic or other loading on pad until test data reveals design strength has been attained.

3.11 SIGN POST FOUNDATION

- A. Post footings may be cast if excavations remain stable. Place forms if excavations will not remain stable.
- B. Place concrete to level of adjacent grades with slight crown to shed water.
- C. Ensure sign posts are plumb prior to initial set.

3.12 PROTECTION

- A. Protect installed items under provisions of Division 1 of the Specifications. In addition to specific protection measures specified above.
- B. Immediately after placement, protect pavement from premature drying, excessive temperatures and from mechanical injury. Maintain environmental and barrier protection for seven days after placement.
- C. Maintain concrete with a minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- D. Protect concrete form paint and stains.

3.13 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with practices specified elsewhere in the specifications.
- B. Maintain records of placed concrete items. Record:
 - 1. Date.
 - 2. Location of pour.
 - 3. Quantity.
 - 4. Air temperature.

5. Test samples taken.

END OF SECTION 32 13 13

Section 32 92 23
Pavement Marking

PART 1 GENERAL

- 1.1 WORK INCLUDED
 - A. Marking of pavement including surface preparation and painting on bituminous or concrete surface.
- 1.2 RELATED WORK
 - A. Section 01 74 00: Cleaning
 - B. Section 32 13 13: Portland Cement Concrete Paving
- 1.3 ACCEPTANCE PROCEDURE
 - A. Typical Sample Analysis
 - B. Certification that paint meets requirements

PART 2 PRODUCTS

- 2.1 READY-MIXED PAINT
 - A. Paint: Porter traffic paint, colors as follows.
 - B. Parking lines and directional arrows: White.
 - 1. No parking areas: Yellow.
 - 2. Handicapped symbols: Blue.
 - C. Substitutions: Materials of the same function and performance are acceptable under provisions defined in Division 1 of the Specifications.

PART 3 EXECUTION

- 3.1 INSTALLATION
 - A. Prepare surface and apply paint with provisions of consistent agitation of paint with guns capable of applying a solid consistent marking.
 - B. Apply paint markings to have true, sharp edges and ends, with lines of correct lengths, widths and curvatures. Paint application to be performed in accordance with manufacturer's recommendations.
 - C. Protection:
 - 1. Take precautions necessary to ensure that paint does not soil adjacent surfaces.
 - 2. Place warning signs and traffic cones or similar devices to protect markings from being tracked by pedestrians or vehicles.

3. Efface any tracked paint from adjacent areas and repair pavement markings.

END OF SECTION 32 17 23

Section 33 42 00

Storm Drainage Systems

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Provide all labor, equipment, materials and services necessary to construct the storm drainage system in accordance with these specifications and the construction documents.

1.02 RELATED WORK

- A. Section 01 45 29: Testing Laboratory Services
- B. Section 31 23 00: Site Excavation
- C. Section 31 23 33: Excavating & Backfilling for Utilities
- D. Section 32 05 23: Cement & Concrete for Exterior Improvements
- E. Section 33 42 27: Storm Drainage Manholes & Catch Basins

1.3 REGULATORY REQUIREMENTS

- A. Comply with requirements of authorities having jurisdiction for materials and installation of work of this Section.

1.4 PROJECT RECORD DOCUMENTS

- A. Submit shop drawing documents under provisions of Section 01 30 00.
- B. Accurately record locations of pipe runs, connections, catch basins, manholes, clean-outs and invert elevations.
- C. Identify and describe discovery of uncharted utilities.

PART 2 PRODUCTS

2.1 PIPE MATERIALS

- A. Reinforced concrete pipe: ASTM C76 Class III, with Wall Type B mesh reinforcement, with bell and spigot end joints, size as indicated. Provide mortar joints.
- B. PVC pipe: ASTM D3034, SDR of 35 or equal or ASTM F949 "A-2000", bell and spigot type, solvent sealed end joints, size as indicated.
- C. Fittings: Same material as pipe, molded or formed to suit pipe size and end design, in configurations required.

2.2 CATCH BASINS

- A. Lid and frame: Cast iron construction, hinged lid linear grill lid design with lock down fasteners (as noted on the plans), size as indicated on plans.
- B. Shaft and cone section:
 - 1. Pre-cast type: Reinforced pre-cast concrete pipe sections of shape and size indicated, lipped male/female dry joints.

2. Cast-in-place type: 3000 p.s.i. concrete as specified in Section 03 30 53, detailed as indicated.
 3. Masonry type: ASTM C32 Grade MS manhole brick and ASTM C270 Type S mortar made with ASTM C150. Type II portland cement, ASTM C33 sand and potable water.
- C. Base pad: 3000 p.s.i. concrete of type specified in Section 32 05 23, leveled top surface to receive concrete shaft sections, and sleeved to receive pipe sections.
- D. Nyloplast Drain Basins / Advanced Drainage Systems (ADS) plastic drain basins.

2.3 MANHOLES AND CLEANOUTS

- A. Lid and frame: Cast iron construction, with removable lockable closed lid, size as indicated on plans.
- B. Shaft and cone section:
1. Reinforced pre-cast concrete pipe sections of shape and size indicated, with lipped male/female dry joints.
 2. Cast-in-place type: 3000 p.s.i. concrete as specified in Section 03 30 53, detailed as indicated.
 3. Masonry type: ASTM C32 Grade MS manhole brick and ASTM C270 Type S mortar made with ASTM C150. Type II portland cement, ASTM C33 sand and potable water.
 4. Ladder rungs: 3/4-inch diameter wrought iron cast into shaft sections at 12 inches o.c.
- C. Base pad: 3000 p.s.i. concrete of type specified in Section 32 05 23, leveled top surface to receive concrete shaft sections, and sleeved to receive pipe sections.

2.4 UNDERGROUND SUBSURFACE DETENTION SYSTEM

- A. Materials: Aluminized Type II (ALT2) Corrugated Metal Pipe (CMP)
1. CMP pipe meeting AASHTO M274 or ASTM A929. CMP shall be manufactured in accordance with the applicable requirements of AASHTO M36 or ASTM A760.
 2. Minimum joint spacing shall be 10 ft.
 3. All fittings shall be manufactured prior to arriving on the jobsite to ensure structural integrity. Fitting reinforcement shall be in accordance with ASTM A998 and reinforcing details. Bulkhead design and fabrication does not vary with differing coatings on the steel components.

- B. Materials: StormTech Chamber SC-310 & 740 Arch Shaped
1. Chambers meeting the requirements of ASTM F2418-16a, Standard specification for polypropylene (PP) corrugated wall stormwater collection chambers.

2.4 AGGREGATE BACKFILL

- A. Materials: #57 Stone per Section 31 23 33 Excavating & Backfilling for Utilities.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that excavation is ready to receive work of this Section, and those excavations, dimensions and elevations are as indicated on the Drawings.
- B. Do not install drainage structure until mass grading has resulted in rough sub-grade elevations through the work area.

3.2 PREPARATION

- A. Prior to laying pipe, prepare suitable bedding per Section 31 23 33.
- B. Before placing pipe in the trench, field inspect for cracks or other defects; remove defective pipe from the construction site.
- C. Swab the interior of the pipe to remove all undesirable material.
- D. Prepare the bell end and remove undesirable material from the gasket and gasket recess.

3.3 INSTALLING STORM SEWER PIPE

- A. Lay pipe in a straight line on a uniform grade from structure to structure with the bell or groove end upgrade.
- B. Firmly support each section throughout its length and form a close concentric joint with the adjoining pipe.
- C. Make junctions and turns with standard or special fittings.
- D. Do not open more trench at any time than pumping facilities can dewater.
- E. Whenever the work ceases, close the end of the pipe with a tight-fitting plug or cover.
- F. Close all openings provided for future use and abandoned pipe with a tight-fitting plug sealed to avoid leakage.
- G. When the pipe connects with structures, the exposed ends shall be placed or cut off flush with the interior face of the structure and satisfactory connections made.
- H. Any pipe which is not in good alignment or which shows any undue settlement or damage shall be taken up and re-laid without additional compensation.
- I. Laying pipe and sealing joints shall be a continuous operation.

1. Seal all joints during the same day in which the pipe is laid.
 2. Construct the joints in such a manner that a watertight joint will result.
- J. Joints for rigid pipe:
1. Portland cement mortar;
 2. Rubber gaskets; or
 3. Other types of joints recommended by the pipe manufacturer and approved.
- K. For mortar joints, the pipe ends shall be thoroughly cleaned and wetted with water before the joint is made. Place stiff mortar in the lower half of the bell or groove of the pipe already laid and on the upper half of the spigot or tongue of the section to be laid. Tightly join sections with their inner surfaces flush and even. Smoothly finish the inside of the joint and remove any surplus material. Protect the complete joints against rapid drying with suitable covering material.
- L. Install rubber ring gaskets to form a flexible watertight seal.
- M. When other type joints are permitted, install or construct in accordance with the recommendations of the manufacturer.
- N. Firmly join flexible pipe by approved coupling bands.
- O. Inspect the pipe before any backfill is placed.
- P. When strutting or vertical elongation is required, it shall be performed in accordance with the details shown on the Plans.
- Q. Leave ties and struts in place until the embankment is completed, unless otherwise specified.
- R. As the work progresses, clean the interior of all pipe in place.
- S. Make connections by constructing catch basins, other structures, or by installing wyes or tees as shown on the Plans. Wyes and tees for future connections shall be installed as indicated.

3.4 INSTALLING CATCH BASINS, MANHOLES AND CLEANOUTS

- A. Form bottom of excavation clean and smooth to correct elevation.
- B. Form and place cast-in-place concrete base pad, with provision for pipe end sections.
- C. Establish elevations and pipe inverts for inlets and outlets as indicated. The shape of the inverts shall conform uniformly to inlet and outlet pipe with a smooth finish.
- D. Mount lid and frame level in grout, secured to top cone section to elevations indicated. Set true to line and grade and such that the entire surface of the casting is in contact with the bearing surface of the structure.
- E. All castings shall be set firm and snug and shall not rattle.

3.5 INSTALLING UNDERGROUND SUBSURFACE DETENTION SYSTEM

- A. The CMP System installation shall be in accordance with AASHTO Standard Specifications for Highways Bridges, Section 26, Division II or ASTM A798 and in conformance with the project plans and specifications.
- B. Refer to the Contech's Corrugated Metal Pipe Detention Design Guide for additional guidance regarding installation, inspection and maintenance.
- C. Contech Supplier will conduct an on-site preconstruction meeting with the contractor prior to the scheduled delivery date of the CMP System.
- D. Chambers / pipes shall be backfill from outside the excavation zone using a long boom hoe or excavator. Dozer or excavator shall not drive over the chambers or detention system pipes at any time.

3.6 FIELD QUALITY CONTROL

- A. Prior to placing aggregate cover, allow the Owner's Representative to observe installed pipe.
- B. Comply with requirements of authorities having jurisdiction for their requirements for inspection.

3.7 PROTECTION

- A. Protect finished installation under provisions of Section 01 30 00.
- B. Protect pipe, subsurface detention systems and aggregate cover from all temporary construction traffic that may result in damage or displacement until backfilling operation begins.

END OF SECTION 33 42 00

Section 33 42 27

Storm Drainage Manholes & Catch Basins

PART 1 GENERAL

1.1 WORK INCLUDED

- A. This work consists of the construction and installation of storm drainage manholes and catch basins in accordance with these specifications and in conforming to the lines and grades shown in the construction plans.

1.02 RELATED WORK

- A. Section 01 45 29: Testing Laboratory Services
- B. Section 31 23 33: Excavating & Backfilling for Utilities
- C. Section 32 05 23: Cement & Concrete for Exterior Improvements
- D. Section 33 42 00: Storm Drainage Systems

PART 2 MATERIALS

2.1 LA DOTD SPECIFICATIONS (unless otherwise noted)

- A. The materials shall comply with the following sections or subsections of the Louisiana D.O.T.D. Standard Specifications for Roads and Bridges (latest edition):
 - 1. Cast-in-Place Concrete: Section 801
 - 2. Portland Cement: Subsection 1011.01
 - 3. Mortar Sand: Subsection 1003.02(A)
 - 4. Asphaltic Varnish: Subsection 1008.03
 - 5. Reinforcing Steel: Subsection 1009.01
 - 6. Manhole Frames, Grates, & Cover: Subsection 1018.04

2.2 PRE-CAST CONCRETE DRAIN UNITS

- A. Precast reinforced concrete manhole sections, transitions, conical sections, and base shall conform to ASTM C 478 and shall be designed for an AASHTO HS-20 loading. Frames and covers shall conform to Subsection 1011-5. Lifting inserts shall be embedded in manhole walls; through-wall holes will not be permitted.
- B. Pipe connection openings shall be 4"+1/2" larger than pipe O.D.
- C. Sewer manhole bases shall have paved inverts, and sewer manhole sections shall have rubber gasket joints conforming to ASTM C 990 or C 443.

- D. Sewer manholes shall be externally sealed with rubber seal wraps conforming to ASTM C 877 (Type III – Chemically-Bonded Adhesive Butyl Bands).

PRECAST CONCRETE DRAIN INLETS AND JUNCTION BOXES:

- A. Materials, workmanship and curing shall be as specified for precast manholes in ASTM C 478. Frames, grates and covers shall conform to Subsection 1011-5. Lifting devices shall be embedded in walls; through-wall holes will not be permitted.
- B. Pipe connection openings shall be 4"+1/2" larger than pipe O.D.

PART 3 CONSTRUCTION REQUIREMENTS

3.1 LA DOTD SPECIFICATIONS

- A. The installation and construction of manholes and catch basins shall be in accordance to Subsection 702.04 of the Louisiana D.O.T.D. Standard Specifications for Roads and Bridges (latest edition) as amended herewith.
1. Refer to Section 31 23 33 of these specifications for excavation and backfill.

END OF SECTION 33 42 27