

Project Manual



Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

HURRICANE LAURA DAMAGES RESTORATION PROGRAM

Construction Documents
for project:

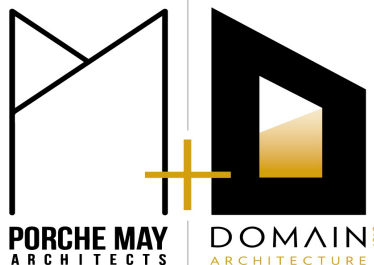
HL-799-03

Administration Building Freezer & Cooler Replacement

3310 Broad Street, Lake Charles, LA 70615

April 11, 2022

re-bid



A Joint Venture

1808 Elm Street, Lake Charles, LA 70601

Ph (337) 564-6953

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ADVERTISEMENT FOR BIDS

The Calcasieu Parish School Board will receive sealed bids before **10:30 AM, Tuesday, May 10, 2022**, at the **Calcasieu Parish School Board, Attention: Jennifer Hagan, Superintendent's Conference Room, 3310 Broad St., Lake Charles, Louisiana 70615** for the following Hurricane Laura Damages Restoration Project:

**Hurricane Laura Damages Restoration
Administration Building Freezer & Cooler Replacement - HL 799-03**

Complete Bid Documents prepared by **Porche|May+Domain Architecture, 1808 Elm Street, Lake Charles, LA 70601** for this Project are available in electronic form. They may be obtained without charge and without deposit from www.cpsb.org/page/524. Bid Documents may also be obtained for a nominal charge or subscription from www.centralauctionhouse.com. Printed copies are not available from the Architect, but arrangements can be made to obtain printed Bid Documents through most reprographic firms. Bidders are responsible for any reproduction or mailing costs.

No Bid shall be considered or accepted unless the bid is accompanied by bid security in an amount not less than five percent (5%) of the Base Bid and all Additive Alternates. The bid security shall be in the form of certified check or cashier's check drawn on a bank insured by the FDIC, or on the Calcasieu Parish School Board Bid Bond Form contained in the Front End Documents written by a surety company licensed to do business in Louisiana with a A.M. Best rating of "A" or better, countersigned by a person who is under contract with the surety company or bond insurer as a licensed agent in this state and who is residing in this state.

Bids shall be accepted only from contractors who are licensed under LS R.S. 37:2150- 2163 for the classification Building Construction. No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA. R.S. 38:2214. Evidence of authority to submit the bid shall be required in accordance with LA. R.S. 38:2212 (B) (2), (5) and/or LA. R.S. 39:1594 (C) (4).

A Pre-Bid Conference will be conducted at the CPSB Administration Building, 3310 Broad Street, Lake Charles, LA 70615 at 9:30 AM on Thursday, April 28, 2022. Attendance is not mandatory.

Each bid must be placed in an envelope, sealed and marked on the outside: "Bid Enclosed for Hurricane Laura Damages Restoration to CPSB Administration Building Freezer & Cooler Replacement - HL 799-03 to be opened at 10:30 AM, Tuesday, May 10, 2022 at the Calcasieu Parish School Board, Attention: Jennifer Hagan, Superintendent's Conference Room, 3310 Broad Street, Lake Charles, LA 70615". Refer to Instructions for Bidders for other requirements on outside of envelope.

The Owner reserves the right to reject any and all bids for just cause as permitted by LA. R.S. 38:2214 (B). The ability of an entity to reject any bid is applicable only when administered in accordance with the Public Bid Law. In accordance with LA. R.S. 38:2212 (B) (1), the provisions and requirements of this section, and those stated in the Bidding Documents shall not be waived by any public entity.

Karl Bruchhaus, Secretary Calcasieu Parish School Board

Pc: Bourne, Heath, Architect, State Licensing Board for Contractors, Daily Journal of Commerce, F.W. Dodge, File

Publish in the Lake Charles American Press Newspaper
April 14th, 2022 / April 21st, 2022 / April 29th, 2022

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINITIONS

- 1.1 The Bid documents include the following:
- Advertisement for Bids.
 - Instructions to Bidders.
 - List of Required Documents.
 - Louisiana Uniform Public Works Bid Form and Unit Price Form.
 - Bid Bond Form.
 - Resolution.
 - CPSB Non-Collusion Affidavit.
 - Louisiana Non-Collusion Affidavit (LRS 38:2224).
 - Verification of Employees Affidavit (LRS 38:2212.10).
 - Attestation Form – Past Criminal Conviction of Bidders (LRS 38:2227).
 - Certification Regarding Unpaid Worker’s Compensation Insurance (LRS 23:1726(B)).
 - Subcontractor Approval List.
 - Contract Between Owner & Contractor including Payment and Performance Bond.
 - Federal Contract Clauses Exhibit A.
 - General Conditions of the Contract for Construction AIA Document A201-2017.
 - Supplementary Conditions.
 - Change Order Form.
 - Application for Payment Documents.
 - Beneficial Occupancy Form.
 - Recommendation of Acceptance Form.
 - Louisiana Dept. of Revenue Sales Tax Exemption Form.
 - Specifications
 - Drawings
 - Addenda issued during bid period and acknowledged on the Bid Form
- 1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201-2017 as amended, or in other Contract Documents, are applicable to the Bid Documents.
- 1.3 Addenda are written and/or graphic instruments issued by the Architect prior to the opening of bids which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections, and prior approvals.
- 1.4 A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, supported by data called for by the Bid Documents.
- 1.5 Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described as the Base, to which work may be added for sums stated in Alternate Bids.

- 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or subtracted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted.
- 1.7 A Bidder is one who submits a bid for a prime contract with the Owner for the work described in the proposed Contract Documents.
- 1.8 A Sub-Bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.
- 1.9 Where the word "Architect" is used in any of the Documents, it shall refer to the Prime Designer of the project, a state-licensed Architect, Engineer or Landscape Architect.

ARTICLE 2 - BIDDER'S REPRESENTATION

- 2.1 Each Bidder by making his Bid represents that:
 - 2.1.1 He has read and understands the Bid Documents and his Bid is made in accordance therewith.
 - 2.1.2 He has visited the site and has familiarized himself with local conditions under which the work is to be performed.
 - 2.1.3 His Bid is based upon the materials, systems, and equipment described in the Bid Documents as advertised and as modified by Addenda.
- 2.2 The Bidder must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the work before submitting his Bid. In the State of Louisiana, Revised Statute 37:2150 et. seq. will be considered, if applicable. Contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law.
- 2.3 The Bidder must not be debarred as determined by the Federal Government's Excluded Parties List, and it is the responsibility of the Contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment, and state and local licensing requirements. The prime contractor may use the web site: <https://www.sam.gov/SAM> to determine if a subcontractor has been debarred at the federal level.

ARTICLE 3 - BID DOCUMENTS

3.1 Bid Documents.

3.1.1 Complete Bid Documents for this Project are available in electronic form. They may be obtained without charge and without deposit from www.CPSB.org/Page/524. Bid Documents may also be obtained from www.centralbidding.com for a nominal charge or subscription. Printed copies are not available from the Owner or Architect, but arrangements can be made to obtain printed Bid Documents through most reprographic firms. Bidders are responsible for any subscription, downloading, reproduction or mailing costs.

3.1.2 Complete sets of Bid Documents shall be used in preparing Bids; neither the Owner nor the Architect assumes any responsibility for error of misinterpretation resulting from the use of incomplete sets of Bid Documents.

3.1.3 The Owner and Architect make the Bid Documents available to Bidders only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

3.2 Interpretation or Correction of Bid Documents

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

3.2.2 Bidders requiring clarification or interpretation of Bid Documents shall make a written request to the Architect to reach him at least seven (7) days prior to the date and time of receipt of bids.

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

3.3 Substitutions

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

3.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) days prior to the date and time for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and complete description of the proposed substitute including model numbers, drawings, cuts,

performance and test data, and other information necessary for evaluation. A statement setting forth any changes in any other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

- 3.3.3 If the Architect approves any proposed substitution such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- 3.4 Addenda.
 - 3.4.1 Addenda will be posted on www.CPSB.org/Page/524 and www.centralbidding.com. Printed copies are not available from the Owner or Architect, but arrangements can be made to obtain printed Addenda through most reprographic firms. Bidders are responsible for any subscription, downloading, reproduction or mailing costs.
 - 3.4.2 Bidders are responsible for obtaining Addenda online. Addenda will not be mailed or distributed by Architect or Owner.
 - 3.4.3 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 legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended exactly one (1) week, without the requirement of re-advertising.
 - 3.4.4 Each Bidder shall ascertain from www.CPSB.org/Page/524 and/or www.centralbidding.com prior to submitting his Bid that he has received (via download) all Addenda issued, and he shall acknowledge their receipt on the Bid Form.

ARTICLE 4 - BIDDING PROCEDURES

- 4.1 Form and Style of Bids
 - 4.1.1 Bids shall be submitted on the forms provided in the Bid Documents. Refer to **List of Required Documents** for other items required to be submitted with Bid.
 - 4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
 - 4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall

govern.

- 4.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the Bid or his authorized representative.
- 4.1.5 Bidders are cautioned to complete all Alternates should such be required in the Bid Form. Failure to submit alternate prices will render the Proposal informal and may cause its rejection.
- 4.1.6 Bidder shall make no additional stipulation on the Bid Form nor qualify his Bid in any other manner.
- 4.1.7 The Bid shall include the legal name of Bidder and statement whether the Bidder is a sole proprietorship, partnership, corporation, or any other legal entity and his Bid shall be signed by the person or person legally authorized to bind the Bidder to a contract. Bid submitted by an agency shall have a current Power of Attorney attached certifying the agent's authority to bind Bidder.
- 4.1.8 On any Bid in excess of Fifty Thousand Dollars & no cents (\$50,000.00), the Contractor shall certify that he is licensed under LA R.S. 37:2150-2163 and show his license number on the Bid above his signature or signature of his duly authorized representative.
- 4.2 Bid Security
 - 4.2.1 No Bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the Base Bid and all additive Alternates. The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or on the Calcasieu Parish School Board Bid Bond contained in the Front End Documents written by a surety company licensed to do business in Louisiana and with a current A.M. Best rating of "A- VII" or better, countersigned by a person who is under contract with the surety company or bond insurer as a licensed agent/broker in this state and who is residing in this state and accompanied by appropriate Power of Attorney in Fact or of the State of Louisiana.
 - 4.2.2 Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Contract Documents, within ten (10) days after written notice that the instrument is ready for his signature.
 - 4.2.3 Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

- 4.2.4 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.
- 4.3 Submission of Bid
- 4.3.1 Bids shall be sealed in an opaque envelope and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the Calcasieu Parish School Board at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by U.S. Mail or express delivery, shall disqualify the Bid.
- 4.3.2 The sealed bid envelope shall be marked on the outside with: “Bid Enclosed for <<insert Project Name and HL Project number from Advertisement for Bids>> to be opened at <<insert Bid Due Date and Time from Advertisement for Bids>> at the Calcasieu Parish School Board, Attention: Jennifer Hagan, Superintendent’s Conference Room, 3310 Broad Street, Lake Charles, LA 70615” . The outside of the bid envelope shall include the name, address and Contractor’s license number of the Bidder as required by LA. R.S. 37:2163.
- 4.3.3 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the same notation described at 4.3.2 on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, and addressed to: Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, LA 70615.
- 4.3.4 Bids shall be deposited at the designated location prior to the time and the date for receipt of bids indicated in the Advertisement for Bids, or an extension thereof made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened.
- 4.3.5 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
- 4.3.6 Oral, telephonic or telegraphic bids or modifications to bids are invalid and will not receive consideration. Owner will not consider notation written on outside of bid envelope which has the effect of amending the Bid.
- 4.3.7 Bid may also be submitted by electronic means via website www.centralbidding.com. Free registration is required in order to submit a bid via the Central Bidding website.
- 4.4 Modification or Withdrawal of Bid

- 4.4.1 A Bid may not be modified, withdrawn or cancelled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with Act III of 1983 which states, in part, "Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Contractor, if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the bid opening excluding Saturdays, Sundays and legal holidays."
- 4.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.
- 4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5 - CONSIDERATION OF BIDS

- 5.1 Opening of Bids
 - 5.1.1 The properly identified bids received on time will be opened publicly and read aloud, and a tabulation abstract of the amounts of the Base Bid and Alternates, if any, will be made available to Bidders.
- 5.2 Rejection of Bids
 - 5.2.1 The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bid Documents or a bid in any way incomplete or irregular.
- 5.3 Acceptance of Bid
 - 5.3.1 Any bid shall include no more than three alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Determination of the low bidder shall be on the basis of the sum of the base bid and any alternates accepted. However, the Owner reserves the right to accept alternates in any order which does not affect determination of the low bidder, per LA. R.S. 38:2212 (J).
 - 5.3.2 It is the intent of the Owner to award a contract to the lowest responsible bidder in accordance with the requirements of the Bid Documents, and if the bid does not exceed the funds available.

- 5.3.3 Due to the nature of potential Project funding sources, full funding may not be readily-available at the time the bids are received. As a result, pursuant to Louisiana Revised Statute 38:2215, the Owner is exempt from the requirement of acting to award the Contract or reject all bids within forty-five (45) calendar days of receipt of the bids. Pursuant to this Statute, the Owner specifically reserves the right to hold all bids for greater than forty-five (45) calendar days.

ARTICLE 6 - POST BID INFORMATION

- 6.1 Refer to **List of Required Documents** for other items required to be submitted by the apparent low bidder within ten (10) days after bid opening. Where forms are required, blank forms are included in the Bid Documents.
- 6.2 The apparent low Bidder has a maximum of ten (10) days from the bid opening to produce any required post bid submittals. If the apparent low Bidder does not submit the proper information or documentation as required by the Bid documents within the ten-day period, such Bidder shall be declared non-responsive, which will result in automatic disqualification of bid.
- 6.3 Proposed list of subcontractors, materials suppliers, and superintendents.
- 6.3.1 Within 24 hours after bids are opened, the Contractor identified as the apparent low bidder shall make the following submittals to the Architect: A tentative list of all subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to special design) proposed for principal portions of the work, as well as the proposed superintendent. Also provide a designation of the work to be performed by the Contractor with his own forces.
- 6.3.2 It is recognized that the acceptance or rejection of alternates contained in the bid proposal may ultimately determine the low bidder on the project. In the event a Contractor, other than the Contractor identified as the apparent low bidder at the bid opening, becomes the low bidder as a result of such selection of alternates, this contractor shall make the submittals required by this section within 24 hours after notification by the Owner.
- 6.3.3 The Contractor will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the section of the specifications pertaining to such proposed subcontractors' respective trades.
- 6.3.4 The Architect will notify the Contractor if the Owner, after due investigation, has

reasonable and substantial objection to any person or organization on the Contractor's list of proposed subcontractors. If there are objections the Contractor shall submit alternative subcontractor(s) for their approval.

- 6.3.5 Subcontractors and other persons and organizations proposed by the Bidder and accepted by the owner and the Architect upon the awarding of a contract must be used on the work for which they were proposed and accepted and shall not be changed except upon the recommendation of the Architect and approved by the Owner in the form of a change order. Any changes on the tentative 24 hour list submitted by the Contractor prior to the awarding of the contract must be requested in writing to the Architect with proper justification. Any change in the tentative list of subcontractors will require recommendation from the Architect to the Owner. The recommendation and approval of the Owner must be made in writing.
- 6.3.6 The lowest responsible bidder shall submit to the Architect and the Owner prior to award of the contract a letter from the manufacturer that the manufacturer will issue the roof system guarantee based on the specified roof system and include the name of the applicator acceptable to the manufacturer for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.
- 6.4 Additional Submissions
- 6.4.1 A Schedule of Values segregating the entire Contract Sum into the divisions of the Specifications shall be provided to the Architect. No payments will be made to the Contractor until this is received.
- 6.4.2 A copy of applicable state, parish, or municipal licenses legally required for Contractor and subcontractors shall be provided to the Architect. No payments will be made to the Contractor until this is received.
- 6.4.3 Federal and state tax identification numbers on General Contractors and subcontractors shall be provided to the Architect. No payments will be made to the Contractor until this is received.

ARTICLE 7 - PERFORMANCE & PAYMENT BONDS

- 7.1 Bond Required
- 7.1.1 The Contractor shall furnish and pay for a Performance & Payment Bond written by a company licensed to do business in Louisiana, which shall be countersigned by a person who is contracted with the surety company or bond issuer or approved broker,

and who is licensed as an insurance agent/broker of the company or issuer, and who is licensed as an insurance agent in this State, and who is residing in this State, in an amount equal to the 100% of the Contract amount. By issuing such Performance and Payment Bond, the surety acknowledges they are on the current U.S. Department of the Treasury Financial Management Service List of approved bonding companies, and complies with all other provisions of R.S. 38:2219.

7.2 Time of Delivery and Form of Bond

7.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the contract.

7.2.2 Bond shall be in form furnished by the Calcasieu Parish School Board, entitled Performance & Payment Bond, a copy of which is included in the Bid Documents.

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

ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 Form to be Used

8.1.1 Form of the contract to be used shall be furnished by Calcasieu Parish School Board, a copy of which is included in the Bid Documents.

8.2 Award

8.2.1 In accordance with Louisiana Law, if the Contract is awarded to the Bidder, he shall at the time of the signing of the Contract or prior, execute the Non-Collusion Affidavit included in the Bid Documents, and shall execute the Byrd Anti-Lobbying Certification contained in Exhibit A to Contract Between Owner and Contractor.

8.2.2 Before award of the contract, the successful Bidders shall furnish to the Owner a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the Bid to sign on behalf of the Contractor.

8.2.3 When a project is financed either partially or entirely with School Board bonds, the award of a contract is contingent upon the sale of bonds by the School Board. The School Board shall incur no obligation to the Contractor until the Contract between the Owner and Contractor is duly executed.

ARTICLE 9 - COMPLETION TIME & LIQUIDATED DAMAGES

- 9.1 The completion of the contract must be as stated below, subject to such extensions as may be granted under Paragraph 8.3, Delays and Extensions of Time: in the General Conditions and the Supplementary Conditions, or the Contractor will be subject to pay to the Owner Liquidated Damages in the amount of **eight hundred (\$800.00) per calendar day**. Time is of the essence in performance of this Contract and satisfactory completion of this Project.
- 9.2 Bidder acknowledges that all phases of the Project shall be Substantially Complete in **150 calendar days** from receipt of written Notice to Proceed from Owner.

ARTICLE 10 - BUILDING MATERIAL EXCLUSIONS

- 10.1 All building materials shall be free of asbestos.
- 10.2 All plumbing materials shall be free of lead.
- 10.3 All paints shall be free of lead.
- 10.4 All contractors should use the least hazardous materials on all jobs. Material Safety Data Sheets (MSDS) shall be given to the Owner on all materials used.

ARTICLE 11 - PRE-BID CONFERENCE

- 11.1 A pre-bid conference shall be held at the project site at least ten (10) days before the date for receipt for bids. Refer to the Advertisement for Bids to determine if attendance at the pre-bid conference is mandatory and a pre-requisite for submitting a bid, or if attendance is non-mandatory. The Architect shall coordinate the setting of the date, time and place for the pre-bid conference. The purpose of the pre-bid conference is to familiarize Bidders with the requirements of the Project and the intent of the Contract Documents, and to receive comments and information from interested Bidders.
- 11.2 Any revision of the Bid Documents made as a result of the pre-bid conference shall not be valid unless included in an Addendum issued in accordance with Paragraph 3.4 of the Instructions to Bidders.

ARTICLE 12 - APPLICABILITY

- 12.1 Any article located in the Instructions to Bidders found to be in conflict with the General Conditions and/or Supplementary Conditions will take precedence over the latter of the two set of Articles.

ARTICLE 13 - FEDERALLY FUNDED PROJECTS

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

ARTICLE 14 - MISCELLANEOUS PROVISIONS

- 14.1 The Contractor shall repair, replace or pay for the relocation of telephones and wiring, fire alarms, intercoms, bells, TV cable, security system, wiring and equipment and any other cable type installation that may be damaged, cut or removed during the construction.
- 14.2 The Contractor will be responsible for the removal, reinstallation and/or relocation of any playground equipment that needs to be moved due to construction.
- 14.3 The Calcasieu Parish School Board is hereby recognized as a statutory employer of Contractor's employees, including but not limited to Contractor's direct employees, immediate employees, and statutory employees. This contract recognizes the existence of a statutory employer relationship between Calcasieu Parish School Board and Contractor in accord with Act 315 of 1997.
- 14.4 The costs of any required construction, demolition or other permits from any authority having jurisdiction over the Project are to be included in the Base Bid.

ARTICLE 15 - SALES AND USE TAX EXEMPTION

- 15.1 In accordance with applicable rules adapted and promulgated by the Louisiana Department of Revenue, the Owner shall designate the contractor and all subcontractors as its agents for the purchase and lease of materials, supplies or equipment for the project. The Contractor and all subcontractors shall accept the agency designation. The designation and acceptance thereof shall be made on the form prescribed by the Louisiana Department of Revenue which form shall be part of the

contract between the Owner, Calcasieu Parish School Board, and the Contractor. A copy of this form is available at the Architect's office.

The agency relationship between the Owner and the contractor and all subcontractors shall relieve the Contractor and subcontractors (1) from paying any state or local sales or state or local use taxes on materials, supplies or equipment which is affixed to and/or made a part of the real estate of the project or work or which is permanently incorporated into the project or work and, (2) from paying any state or local use taxes on any materials, supplies or equipment which are leased and used exclusively for the project or work. Accordingly, in preparing their bids and computing costs the contractor and subcontractors shall not consider sales and or use taxes which would otherwise be due.

The Owner will furnish to the contractor and subcontractors its Certificate of Sales/Use Tax Exemption/Exclusion on the form prescribed by the Louisiana Department of Revenue. The contractor and subcontractors shall furnish a copy of such certificate to all vendors or suppliers of any of the materials, supplies or equipment described above,

The Contractor and subcontractors shall make all purchases and leases on behalf of and as the agent of the Calcasieu Parish School Board.

Rules and regulations of the Louisiana Department of Revenue shall prevail over any conflicting provisions or specifications of the contract.

End of Instructions to Bidders

LIST OF REQUIRED DOCUMENTS

The following items are required to be submitted as part of the Contractor's Bid:

1. Louisiana Uniform Public Works Bid Form.
2. Louisiana Uniform Public works Bid Form – Unit Price Form (when applicable).
3. Bid Security check or Bid Bond Form (with Power of Attorney if applicable).
4. Evidence of Corporate Authority of the person signing the Bid, in accordance with LRS 38:2212(5).

The following items are required to be submitted by the Apparent Low Bidder to the Architect or Owner within ten (10) days of the Bid, and prior to award of the project:

Note: The Calcasieu Parish School Board requires that 6 original, signed and/or notarized copies (as is applicable) of each item listed below be submitted.

1. Resolution.
2. CPSB Non-Collusion Affidavit
3. Louisiana Non-Collusion Affidavit (LRS 38:2224).
4. Verification of Employees Affidavit (LRS 38:2212.10).
5. Attestation Form – Past Criminal Conviction of Bidders (LRS 38:2227).
6. Subcontractor Approval List.
7. For Projects involving repair or replacement of roofing: Roofing Manufacturer's Certification and Compliance Letter, issued on the Roofing Manufacturer's Company Letterhead, and signed by an officer, or other duly appointed representative of the Roofing Manufacturer, stating the following:
 - That the proposed Roofing Installer is an Approved Applicator for the system(s) specified and/or prior approved, and is in current good standing with the company.
 - That the roofing system as specified, or as modified by Addendum, is acceptable to the Roofing Manufacturer, and meets the requirements for issuance of the specified 30- year, No-Dollar-Limit-Non-Pro-Rated Roof Weathertightness Warranty, in accordance with the Specifications.
 - That the Roofing Manufacturer will issue the required 30-year, No-Dollar-Limit-Non-Pro-Rated Roof Weathertightness Warranty, in accordance with the Specifications.
 - That the Roofing Manufacturer will provide the required on-site inspections, performed by the Roofing Manufacturer's full-time, Technical Field Representative, and will issue written reports along with photographic documentation accordingly, in accordance with the requirements of the applicable Specifications.

END OF SECTION

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Calcasieu Parish School Board
Attention: Jennifer Hagan
Superintendents Conference Room
3310 Broad Street, Lake Charles, LA 70615

BID FOR: HL-799-003
Hurricane Laura Damage Restoration
Administration Building Freezer & Cooler Replacement
3310 Broad Street, Lake Charles, LA 70615

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: Porche-May + Domain Architecture - A Joint Venture, 1808 Elm Street, Lake Charles, LA 70601 and dated: April 11, 2022

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 temporary freezer and coolers for the lump sum of:

ADD _____ Dollars (\$) _____)

Alternate No. 2 Add floor coating system to the existing freezer-cooler slab, for the lump sum of:

ADD _____ Dollars (\$) _____)

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

- not applicable - _____ Dollars (\$) - not applicable -)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

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

BID BOND

PROJECT NAME: Hurricane Laura Damages Restoration
HL-799-03

LOCATION: Administration Building Freezer & Cooler Replacement
3310 Broad Street, Lake Charles, LA 70615

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal,
and _____, as Surety,

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

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies and that it is listed thereon as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument, that surety currently is licensed to do business in the State of Louisiana, and that this bond is countersigned by a person who is under contract with the surety as a licensed agent/broker in this state, and who is residing in this state.

This Bid Bond shall be accompanied by appropriate power of attorney.

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

Hurricane Laura Damages Restoration
Administration Building Freezer & Cooler Replacement
HL-799-03

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

BOND CERTIFICATION: The Principal certifies that he meets all bonding requirements of the Calcasieu Parish School Board, as set forth in paragraph 4.2.1 of the Instructions To Bidders, found in the General Guide for Front End Documents for the Calcasieu Parish School Board.

BY: _____
PRINCIPAL (BIDDER)

BY: _____
SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

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

DATE: _____

DATE: _____

INCLUDE THIS FORM WITH BID UNLESS BID SECURITY CHECK IS INCLUDED

RESOLUTION

PROJECT NAME: **Hurricane Laura Damages Restoration**
HL-799-03

LOCATION: **Administration Building Freezer & Cooler Replacement**
3310 Broad Street, Lake Charles, LA 70615

BE IT RESOLVED that _____,

Officer / Owner of _____,

is hereby authorized to sign any Contract or document on behalf of:

Company Name: _____

Name of Officer/Owner

Title of Officer/Owner

Signature

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____, in
Lake Charles, Louisiana.

Notary Public

My Commission Expires _____

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

CPSB NON-COLLUSION AFFIDAVIT

PROJECT NAME: Hurricane Laura Damages Restoration
HL-799-03

LOCATION: Administration Building Freezer & Cooler Replacement
3310 Broad Street, Lake Charles, LA 70615

Appearer does hereby attest that:

(1) Bidder is _____ of _____, the Bidder that has submitted the above referenced Bid:

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

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

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the CALCASIEU PARISH SCHOOL BOARD, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____, in Lake Charles, Louisiana.

Notary Public

My Commission Expires _____

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

NON-COLLUSION AFFIDAVIT

PROJECT NAME: **Hurricane Laura Damages Restoration
HL-799-03**

LOCATION: **Administration Building Freezer & Cooler Replacement
3310 Broad Street, Lake Charles, LA 70615**

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that: In accordance with the requirements of **Louisiana Revised Statute 38:2224:**

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20___, in Lake Charles, Louisiana.

Notary Public

My Commission Expires _____

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

VERIFICATION OF EMPLOYEES AFFIDAVIT -

PROJECT NAME: **Hurricane Laura Damages Restoration**
HL-799-03

LOCATION: **Administration Building Freezer & Cooler Replacement**
3310 Broad Street, Lake Charles, LA 70615

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that: In accordance with the requirements of **Louisiana Revised Statute 38:2212.10**:

- A. Appearer is registered and participates in a status verification system (E-Verify) to verify that all new employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system (E-Verify) to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20____, in Lake Charles, Louisiana.

Notary Public

My Commission Expires _____

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

ATTESTATION - PAST CRIMINAL CONVICTIONS OF BIDDERS

PROJECT NAME: Hurricane Laura Damages Restoration
HL-799-03

LOCATION: Administration Building Freezer & Cooler Replacement
3310 Broad Street, Lake Charles, LA 70615

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that: In accordance with the requirements of **Louisiana Revised Statute 38:2227**:

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
 - (a) Public bribery (R.S. 14:118)
 - (b) Corrupt influencing (R.S. 14:120)
 - (c) Extortion (R.S. 14:66)
 - (d) Money laundering (R.S. 14:23)
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
 - (a) Theft (R.S. 14:67)
 - (b) Identity Theft (R.S. 14:67.16)
 - (c) Theft of a business record (R.S.14:67.20)
 - (d) False accounting (R.S. 14:70)
 - (e) Issuing worthless checks (R.S. 14:71)
 - (f) Bank fraud (R.S. 14:71.1)
 - (g) Forgery (R.S. 14:72)
 - (h) Contractors; misapplication of payments (R.S. 14:202)
 - (i) Malfeasance in office (R.S. 14:134)

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

CERTIFICATION

REGARDING UNPAID WORKER’S COMPENSATION INSURANCE

PROJECT NAME: **Hurricane Laura Damages Restoration
HL-799-03**

LOCATION: **Administration Building Freezer & Cooler Replacement
3310 Broad Street, Lake Charles, LA 70615**

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby certify that: In accordance with the requirements of **Louisiana Revised Statute 23:1726(B)**:

- A. L.R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing below, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

NAME OF BIDDER

**NAME OF AUTHORIZED SIGNATORY
OF BIDDER**

DATE

**TITLE OF AUTHORIZED SIGNATORY
OF BIDDER**

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER**

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

CONTRACT BETWEEN OWNER & CONTRACTOR

and

PERFORMANCE & PAYMENT BOND

This agreement, entered into this << day >> day of <<month>>, 20XX, by and between << insert name of Contractor >>, hereinafter called the "Contractor", whose business address is << insert Contractor's address >>, and the Calcasieu Parish School Board, herein represented by the contracting officer executing this Contract, hereinafter called the "Owner".

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

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

<< Insert Project Name >>
<< HL-XXX-XXX >>

in strict accordance with the Contract Documents prepared by:

<< insert name and address of
Architect >>

It is recognized by the parties herein that said Contract Documents, including by way of example and not of limitation, the Drawings and Specifications, dated << insert date of Contract Documents >>, Addenda << # of Addenda >>, the Instructions To Bidders, the Bid Form, the General Conditions Of The Contract For Construction, the Supplementary Conditions, any Addenda thereto, **and the Federal Contract Clauses attached as Exhibit A (8 pages)**, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference, with the same force and effect as though said Construction Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner, and shall be completed within << insert Contract Time >> consecutive calendar days from and after the said date. Time is of the essence.

Compensation to be Paid to the contractor: The Owner will pay, and the Contractor will accept, in full consideration for the performance of the Contract, the sum of << insert Contract Sum >> Dollars and no/100 Dollars (\$###.###.00), which sum represents the Base Bid, including Alternates No. #####.

PERFORMANCE & PAYMENT BOND: To these presents personally came and intervened _____ herein acting for _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State Of Louisiana, as Surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney In Fact, obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of << insert Contract Sum >> and no/100 Dollars (\$###.###.00).

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

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

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

WITNESSES:

CONTRACTOR

By: _____

Title

Calcasieu Parish School Board
OWNER

By: _____

Title

SURETY

By: _____

ATTORNEY IN FACT



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Calcasieu Parish School Board Hurricane Laura Damages Restoration Program
AIA Document A201™–2017, General Conditions of the Contract for Construction,
amended by Owner, issue 210225.

THE OWNER:
(Name, legal status and address)

Calcasieu Parish School Board
3310 Broad Street
Lake Charles, LA 70615
337-217-4000

THE ARCHITECT:
(Name, legal status and address)

Refer to the Advertisement for Bids issued for the individual HL-Project for name and address of Architect

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ADDITIONS AND DELETIONS:

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

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

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

14 TERMINATION OR SUSPENSION OF THE CONTRACT

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Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda .

§ 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.

§ 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

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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 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.

§ 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.

(Paragraphs deleted)

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 If requested, 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.

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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 Program Manager

The Owner assigns **CSRS Disaster Recovery Management, LLC**, 6767 Perkins Rd., Ste. 200, Baton Rouge, LA 70808 as Program Manager and Owner's authorized representative.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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 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 If the employment of the Architect terminates, the Owner shall employ a successor 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

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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. Contractor shall strenuously enforce campus security

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requirements and ensure compliance with Work Area limits defined on drawings. Contractor shall immediately honor any requests from Owner or Architect to temporarily interrupt Work due to excessive noise, dust or vibrations, at no additional expense to Owner.

§ 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 Not Used.

§ 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. Contractor shall strictly comply with Owner's requirements regarding background checks and/or badging of employees.

§ 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 9.8.6.

§ 3.6 Taxes

Unless otherwise provided in the Contract Documents, 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. Contractor acknowledges that Work on this Project involves storm-damage repair to damaged portions of existing buildings and exact existing conditions may not be fully captured and identified in the Contract Documents.

§ 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

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

(Paragraphs deleted)

§ 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, or a qualified designee, shall be available at all times should the Owner require Contractor's presence on the Project site (for emergencies and similar situations). The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 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 review and approval 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 and submitted for review and approval at appropriate intervals as required by the conditions of the Work and Project. 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 for review and approval by Architect with each Application and Certificate for Payment. No payment shall be made until this schedule is approved by Architect.

§ 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 accordance with the most recent schedules approved by the Owner and Architect. 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.

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 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

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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. Contractor shall strenuously enforce campus security requirements and ensure compliance with Work Area limits defined on drawings. Contractor is responsible for security of Work Area(s) and other portions of site in use by Contractor related to the Work. Contractor shall not interfere in any way with routine campus operations when working on occupied campuses, including parking lots, drives and roads required for

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vehicle and bus access and egress. Contractor and any entity for which Contractor is responsible shall not erect or post any sign on the Project site without the prior written consent of Owner.

§ 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 end of Warranty Phase. 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 and to keep the Owner informed about the progress and quality of the portion of the Work completed to endeavor to guard the Owner against defects and deficiencies in the Work, 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 may communicate directly with each other, when deemed necessary by the Owner, and the Owner will notify the Architect of any decision. 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. The Architect will monitor Change Order activity and advise Contractor to record Change Orders whenever required by La. R.S. 38:2192.

§ 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. There shall be no restriction on the Owner having a Representative.

§ 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. 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.

§ 4.2.12 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 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. 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.

§ 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. 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.

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

(Paragraph deleted)

§ 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 Contractor shall include all sub-contractors as insureds under its insurance policies OR shall be responsible for verifying and maintaining the Insurance Certificates provided by each sub-tenant and each sub-contractor's compliance with the insurance requirements stated herein. Sub-contractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of sub-contractor's Certificates of Insurance and endorsements at any time 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 Not Used.

(Paragraphs deleted)

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.

§ 7.1.4 As part of the pre-construction conference submittals, the Contractor shall submit the following for review and approval by Architect and Owner, 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 and approves this information.

§ 7.2 Change Orders

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

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

§ 7.2.2.1 Actual wages paid directly to labor personnel, with a labor burden markup exclusively limited to applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes for those labor personnel performing the Work. Wages shall be the basic hourly labor rate paid an employee exclusive of fringe benefits or other employee costs. The labor burden percentage for the "Cost of the Work" is limited to categories listed herein. Employer-provided health insurance, fringe benefits, employee training (whether a requirement of employment or not), vacation pay, etc., are examples of ineligible labor burden costs which **shall not** be included, as these costs are already compensated by the Overhead and Profit markup. Supervision shall not be included as a line item in the "Cost of the Work", except when the change results in a documented delay in the critical path, as described in Section 7.2.7.

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

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

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

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

§ 7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 16% of the direct cost of any portion of Work. The credit to the Owner resulting from a change in the Work shall be the sum of those items above, including overhead and profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall be computed for credits to the Owner and extras to the Contractor. The Owner shall receive full credit for the computed overhead and profit on credit change order items.

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

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

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

§ 7.2.4.3 When the Work is a combination of General Contractor Work and Subcontract Work; that portion of the direct cost that is General Contract Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per Section 7.2.4.2. Premiums for the General Contractor's bond may be included, but after the markup is added to the Cost of the Work. Premiums for the Subcontractor's Bond shall not be included.

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

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

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

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

For any item submitted under this Section to determine adjustments to Contract Sum, the Contractor shall keep and present copies of actual paid invoices, and/or other such documentation as Owner or Architect may require, that:

- a) substantiates claimed quantities actually purchased;
- b) substantiates claimed unit costs actually paid;
- c) substantiates claimed costs actually paid for equipment usage.

§ 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.

(Paragraph deleted)

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.

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§ 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

§ 7.3.1 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, but not to exceed a specified amount:

- .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.
- .5 For any item submitted under this Section to determine adjustments to Contract Sum, the Contractor shall keep and present copies of actual paid invoices, and/or other such documentation as Owner or Architect may require, that:
 - a) substantiates claimed quantities actually purchased;
 - b) substantiates claimed unit costs actually paid;
 - c) substantiates claimed costs actually paid for equipment usage.

§ 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 social security, old age and employment insurance, applicable payroll taxes, and workers' compensation insurance;
- .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 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.

§ 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.

§ 8.1.5 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

§ 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. Completion of the Work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. The Contractor agrees to commence Work not later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the

Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturdays, Sundays and holidays included) of delay until the Work is substantially complete. The Owner shall be entitled to the sum stated in the Contract Documents. Such Liquidated Damages shall be withheld by the Owner from the amounts due the Contractor for progress payments.

§ 8.2.2 Not Used.

§ 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 litigation; 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 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.

§ 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.

(Paragraph deleted)

§ 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 Schedule of Values Format shall be as defined in the Contract Documents and acceptable to Architect and Owner. 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

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

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

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

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

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

§ 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.

§ 9.3.3 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;

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- .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 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.

(Paragraph deleted)

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within thirty 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 The Contractor shall pay each Subcontractor, 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. 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

§ 9.6.3 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 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. 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

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

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(Paragraphs deleted)

§ 9.8 Substantial Completion

(Paragraph deleted)

§ 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. In order to satisfy this definition of Substantial Completion, Acceptance of Substantial Completion shall be executed in writing by the Owner and approved by the CPSB Board (if necessary). All insurance requirements shall remain in place until such written execution and formal approval occurs.

§ 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

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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

§ 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. Consent to occupy must be obtained in writing from Contractor's and/or Owner's insurer (whichever is deemed by Owner as the appropriate insurer), and the appropriate insurances must be confirmed in writing. 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.

§ 9.9.2 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 not constitute a waiver of Claims by the Owner for the following:

- .1 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 irrespective of when such failure is discovered;
- .3 Terms of special warranties required by the Contract Documents; or
- .4 Audits performed by the Owner, 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 the health and 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) or lead, 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. The Contract Time shall be extended appropriately.

§ 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 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

NOTE: The following Article 11 contemplates Owner using a custom Owner-Contractor Agreement; AIA Document A101-2017 Exhibit A is not part of these documents.

§ 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.

(Paragraphs deleted)

§ 11.2 Minimum Scope and Limits of Insurance

§ 11.2.1 Worker’s Compensation

Worker’s Compensation insurance shall be in compliance with the Louisiana Worker’s Compensation law and shall be statutory. 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 with prior approval from the Owner.

§ 11.2.2 Commercial General Liability.

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and On-going 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 and be reflected in the Certificate of Insurance. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The Owner’s Project number and Project name shall be included on this endorsement. The Additional Insured endorsement for General Liability shall include coverage for on-going and completed operations. A waiver of subrogation in favor of the Owner shall be provided.

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

Type of Construction	Projects up to \$1,000,000	Projects over \$1,000,000 up to \$10,000,000	Projects over \$10,000,000
New Buildings:			
Each Occurrence Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
Renovations:	The building(s) value for the Project is \$ _____.		
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. If the Contractor maintains higher limits than the minimums shown above, the Owner requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

§ 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. Such coverage shall eliminate any employee versus employee exclusion. Symbol 1 is preferred. The Owner shall be named as an Additional Insured and a waiver of subrogation in favor of the Owner shall be included.

§ 11.2.4 Excess Umbrella

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability, Employer's Liability and Automobile Liability only. Excess umbrella should follow form over the underlying coverage.

§ 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, including but not limited to: the perils of wind, earthquake, collapse, flood, convective storms, 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 (only) shall **not** require flood coverage.

§ 11.2.5.3 With Owner's project-specific written approval, 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, third party and first party coverage, 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.

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§ 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; including ongoing and completed operations of 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 the Owner, 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 Owner 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 Notice of Cancellation in accordance with Policy Provisions. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to also notify Owner of policy cancellations or reductions in limits as soon as the action is known.

§ 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 a current A.M. Best's rating of **A- VII or higher**. This rating requirement may be waived for Worker's Compensation coverage only, but only if prior approval is received from the Owner. 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, evidencing required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and evidence of endorsements are to be received and approved by the Owner including renewal evidence prior to expiration. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach

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of the Agreement, and shall entitle Owner to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law. The Certificate Holder must be listed as follows:

Calcasieu Parish School Board
3310 Broad Street
Lake Charles, LA 70615
Attn: Project # HL-XXX-XXX (obtain Owner's Project Number from Architect).

Owner's Program Manager is to be included as an additional-insured, listed as follows:

CSRS Disaster Recovery Management, LLC
6767 Perkins Rd., Ste. 200
Baton Rouge, LA 70808

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 Owner, 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.

(Paragraphs deleted)

§ 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 Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the Calcasieu Parish School Board, 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 Calcasieu Parish School Board, 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 Owner 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 Contractor shall record within thirty (30) days the executed Contract Between Owner and Contractor and Performance and Payment Bond with the Calcasieu Parish Clerk of Court and promptly deliver documentation of such recordation to Owner.

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. 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 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, 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.

§ 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.

§ 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. 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.

(Paragraph deleted)

§ 13.3 Rights and Remedies

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

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

§ 13.3.3 The Fourteenth Judicial Court in and for the Parish of Calcasieu, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

§ 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. 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. 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.

§ 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

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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.

(Paragraphs deleted)

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

(Paragraph deleted)

§ 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 for Work completed prior to stoppage.

§ 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.
- .5 **failure to complete the punch list within the lien period as provided in 9.8.7.**

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

§ 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.

§ 14.2.5 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.

§ 14.3 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.

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

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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 (See La R.S. 38:2189, and 38:2189.1).

§ 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. 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.

§ 15.1.3.2 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 Architect'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 his/her decision.

§ 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.

(Paragraph deleted)

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

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

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

June 6 days

December 8 days

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

Note: Contract is on a calendar day basis.

§ 15.1.7 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 shall always serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to litigation of any Claim arising prior to the date final payment is due. 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. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties except that the Owner may reject the decision or suggest a compromise, or both.

§ 15.2.6 Not Used.

(Paragraph deleted)

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§ 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.





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

1. Remedies

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

2. Termination for Cause and Convenience

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

3. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Owner encourages participation from small, minority-owned, women-owned, and labor surplus area business. Incorporation of these types of firms into the project team is encouraged. Additionally, prime contracts are required, if subcontracts are to be let, to take the following affirmative steps 1 through 5 of this section.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;



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

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

4. Contract Work Hours and Safety Standards Act

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

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

5. Clean Water Act & Federal Water Pollution Control Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the



use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq.

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

6. Clean Air Act

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

7. Energy Efficiency

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

8. Suspension and Debarment

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



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

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

9. Anti-Kickback Clause

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

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

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

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

11. No Obligation by Federal Government

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

12. Equal Employment Opportunity

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



statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

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

During the performance of this contract, the contractor agrees as follows:

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

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

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

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the



Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. Procurement of Recovered Materials

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

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

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

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

14. Access to Records

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and



records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

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

15. DHS Seal, Logo, and Flags

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

16. Compliance with Federal Law, Regulations and Executive Orders

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

17. No Obligation by Federal Government

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

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

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

19. Byrd Anti-Lobbying

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



BYRD ANTI-LOBBYING CERTIFICATION

RE: PROJECT NAME / HL-NUMBER: _____

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date



**Designation of Construction Contractor
as Agent of a Governmental Entity
Sales Tax Exemption Certificate**

_____, an agency of the United States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

Name of Contractor		
Address		
City	State	ZIP

This designation of agency shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for the following named construction project:

Construction Project	Contract Number
----------------------	-----------------

This designation and acceptance of agency is effective for the period

Beginning Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)
-----------------------------	-----------------------

Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the governmental body. Any materials purchased by this agent shall immediately, upon the vendor's delivery to the agent, become the property of this government entity. This government entity, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this governmental entity are required for each contractor or sub-contractor who is to purchase on behalf of this governmental entity. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible governmental entity through a designated agent to be eligible for sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

Designation of Agency		
Signature of Authorized Designator	Date (mm/dd/yyyy)	
Name of Authorized Designator		
Name of Governmental Entity		
Address		
City	State	ZIP

Acceptance of Agency		
Signature of Contractor or Subcontractor Authorized Acceptor	Date (mm/dd/yyyy)	
Name of Contractor's or Subcontractor's Acceptor		
Name of Contractor		
Address		
City	State	ZIP

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.

APPLICATION FOR PAYMENT DOCUMENTS

The following documents are to be used for Contractor's Applications for Payment:

Samples not included.

Application for Payment:

AIA Document G702®-1992, Application and Certificate for Payment.

With:

Continuation Sheet:

AIA Document G703®-1992, Continuation Sheet.

Both prepared in accordance with their published Instructions.

END OF SECTION

Construction Contract Change Order Proposal SUMMARY

COR No. (or RFP, ASI, etc.) _____

Date: _____

Project No. _____

Project Name: _____

Contractor Name: _____

Description of Work: _____

Work by General Contractor - General Contractor Direct Costs
(See attached breakdowns)

Breakdown No. _____
Breakdown No. _____
Breakdown No. _____
Breakdown No. _____

Total General Contractor Direct Cost \$ - _____ %
(General Contract Direct Cost plus OH&P) (Max 15%)
OH&P

Subcontractor Cost Breakdowns
(See attached.)

		A	B	C
Subcontractor Name	Breakdown No.	Total Direct Cost	OH&P (Max 15%)	Total A+(A X B)
_____	_____	_____	%	_____
_____	_____	_____	%	_____
_____	_____	_____	%	_____
_____	_____	_____	%	_____

Subcontractor Direct Costs + Subcontractor OH&P _____
(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at _____ %
(Sum column A times General Contractor OH&P rate.) (Max: 10%)

Total Subcontractor Costs with General Contractor OH&P

Change Order Subtotal
(Sum of Total General Contractor Costs and Total Subcontractor Costs)

Performance and Payment Bond at _____ %
(Change Order Subtotal times Performance and Payment Bond rate)

Contract amount will be increased decreased unchanged by
(Sum of Change Order Subtotal and Performance and Payment Bond)

Contract time will be increased decreased unchanged by
(Attach supporting data such as meteorological reports) days

Construction Contract Change Order Proposal

BREAKDOWN

(Provide one breakdown for each work item.)

Breakdown No. _____

COR No. (or RFP, ASI, etc.) _____

Date: _____

Project No. _____

Project Name: _____

Contractor/Subcontractor Name: _____

Direct Cost of Work :

A. Labor

Check here if explained on the Comment Sheet

1	_____
2	_____
3	_____
4	_____
5	_____
6	_____



Hourly Wage Rate

Hours

Total Cost

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Add Labor Burden @ _____ %

LABOR TOTAL

B. Material

1	_____
2	_____
3	_____
4	_____
5	_____
6	_____

Unit Price

Unit

Units

Total Cost

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Copies of invoices may be required.)

Add Tax @ _____ %

MATERIAL TOTAL

C. Equipment

1	_____
2	_____
3	_____
4	_____
5	_____
6	_____

Unit Rate

Unit

Units

Total Cost

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Copies of invoices may be required.)

Add Tax @ _____ %

EQUIPMENT TOTAL

TOTAL DIRECT COST FOR THIS BREAKDOWN:

(Sum A, B & C)

CHANGE ORDER

Change Order No.: << CO number >>
Date: << date >>
Contract Date: << Contract Date >>

Project No.: HL-XXX-XX
Project Name: Calcasieu Parish School Board
Hurricane Laura Damages Restoration Program
XXXXXXXXXXXXXXXXXX

To: << Contractor >>
<< address 1 >>
<< address 2 >>

You are hereby directed to make the following change(s) in this Contract: (Attach Itemized Recap Sheet)

The Original Contract Sum \$ ###,###.##
Net Change by Previous Change Order \$ ~~###,###.##~~
Contract Sum Prior to this Change Order \$ ###,###.##
Contract Sum will be _____ by this Change Order \$ ~~###,###.##~~
New Contract Sum Including this Change Order \$ ###,###.##

Contract Time will be **INCREASED / DECREASED** by: ## days
Revised Contract Completion Date: ##### ##, 20XX

RECOMMENDED

ACCEPTED

APPROVED

<< Architect >>

<< Contractor >>

Calcasieu Parish
School Board
(OWNER)

(DESIGNER)

(CONTRACTOR)

P. O. Box 800
Lake Charles, LA

By: _____

By: _____

By: _____

Dated: _____

Dated: _____

Dated: _____

RECOMMENDATION OF ACCEPTANCE

Dated: << date >>

Project No.: HL-**XXX-XXX**

Project Name: **Calcasieu Parish School Board
Hurricane Laura Damages Restoration Program
XXXXXXXXXXXXXXXX**

Architect: **<< Architect >>
<< address 1 >>
<< address 2 >>**

Contractor: << Contractor >>
<< address 1 >>
<< address 2 >>

Owner: **Calcasieu Parish School Board
3310 Broad Street
Lake Charles, LA 70615**

I hereby certify that, to the best of my knowledge and belief, this project is complete or substantially complete, in accordance with the plans and specifications to a point that it can be used for the purpose intended, and I hereby recommend that this project be accepted.

Date of Acceptance by Architect: << date >>

Contract Date of Completion: << date >>

Number of Days Overrun / Underrun: << days >>

Liquidated Damages Per Day Stipulated in Contract: << \$ XXX.XX >>

Value of Punch List (Itemized List Attached): << \$ XXX.XX >>

Was Part of the Project Occupied Prior To Acceptance: Yes / No

Portion Occupied: **Not Applicable** (Attach Beneficial Occupancy Forms)

Accepted: _____
<< Architect >>

For Use By Owner:

I concur in the Acceptance of this project: _____
Calcasieu Parish School Board

BENEFICIAL OCCUPANCY

* Not for Recordation *

Dated: << date >>

Project No.: **HL-XXX-XXX**

Project Name: **Calcasieu Parish School Board
Hurricane Laura Damages Restoration Program
XXXXXXXXXXXXXXXX**

Architect: << Architect >>
<< address 1 >>
<< address 2 >>

Contractor: << Contractor >>
<< address 1 >>
<< address 2 >>

Owner: **Calcasieu Parish School Board
3310 Broad Street
Lake Charles, LA 70615**

The Owner desires to utilize the portion(s) of the Project described below prior to Substantial Completion.

The portion(s) of the Project described below is/are, to the best of my knowledge and belief, complete to a point that they may be legally occupied, and utilized as intended, in accordance with the requirements of the Contract Documents.

The Owner's occupancy of any portion of this project does not violate any applicable warranties, and does not constitute Acceptance of the Project, as a whole.

The portion(s) of the subject Project described below is, to be best of my knowledge and belief, complete to a point that the Owner desires to use in accordance with the requirements of the Contract Documents.

Portion(s) Occupied: << describe portions of Project >>
Date Occupied: << insert date of Beneficial Occupancy >>

Warranty Items Covered by Occupancy (See attached list).

Punch List: Attached, dated _____
(If not applicable, indicate "N/A")

Punch List Value \$ _____

Accepted by:

Architect
<< Architect >>

Contractor
<< Contractor >>

Owner
Calcasieu Parish School Board

* Not For Recordation *

SCHEDULE OF VALUES

The Contractor is to use the following format.

The total Contract Cost is to be itemized in each Subsection listed (as applicable).

Insert additional line items as appropriate for this project.

	Item Cost	Cost
DIVISION 1 – GENERAL REQUIREMENTS		
01 00 00 General Requirements		
Bond & Insurance	_____	
Mobilization & Set up	_____	
General conditions, project superintendent	_____	
Temporary Facilities, Equipment rental	_____	
Temporary Freezer and Coolers (Alternate 1)	_____	
Close out - O&M Manuals, Warranties, As-builts	_____	
Demobilization & cleanup	_____	
DIVISION 1 – GENERAL REQUIREMENTS	SUB-TOTAL	<u>0</u>
DIVISION 2 - EXISTING CONDITIONS		
02 41 15 Selective Demolition	_____	
DIVISION 2 - EXISTING CONDITIONS	SUB-TOTAL	<u>0</u>
DIVISION 7 - THERMAL & MOISTURE PROTECTION		
07 42 00 Metal Wall Panel Trim and Accessories	_____	
07 90 00 Sealants	_____	
DIVISION 7 - THERMAL & MOISTURE PROTECTION	SUB-TOTAL	<u>0</u>
DIVISION 9 - FINISHES		
09 67 50 Floor Coating (Alternate 2)	_____	
09 90 00 Painting	_____	
DIVISION 9 - FINISHES	SUB-TOTAL	<u>0</u>
DIVISION 11 - EQUIPMENT		
11 41 20 Walk-in Freezer and Cooler Assembly	_____	
DIVISION 11 - EQUIPMENT	SUB-TOTAL	<u>0</u>
DIVISION 21 - FIRE SUPPRESSION		
Sprinkler System	_____	
DIVISION 21 - FIRE SUPPRESSION	SUB-TOTAL	<u>0</u>

SCHEDULE OF VALUES

The Contractor is to use the following format.

The total Contract Cost is to be itemized in each Subsection listed (as applicable).

Insert additional line items as appropriate for this project.

	Item Cost	Cost
DIVISION 22 - PLUMBING		
Plumbing		
	<hr/>	
	DIVISION 22 - PLUMBING SUB-TOTAL	<hr/> 0
DIVISION 23 - HVAC		
HVAC Equipment		
	<hr/>	
	DIVISION 23 - HVAC SUB-TOTAL	<hr/> 0
DIVISION 26 – ELECTRICAL		
26 05 00 Conductors; Conduit Systems; Boxes & Fittings		
26 51 13 Lighting Fixtures & Lamps		
	<hr/>	
	DIVISION 26 – ELECTRICAL SUB-TOTAL	<hr/> 0
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY		
Fire Alarm System		
	<hr/>	
	DIVISION 28 - ELECTRONIC SAFETY AND SECURITY SUB-TOTAL	<hr/> 0
	GRAND TOTAL	<hr/> 0

SECTION 01 01 00 - BASIC REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL SUMMARY OF THE WORK

- A. The Work described in these Contract Documents is for replacement of freezer and cooler assembly, including modifications and additions to existing fire suppression, electrical service, fire alarm and security, and related construction at the Administration Building for Calcasieu Parish School Board.
 - 1. Temporary freezer and coolers is an alternate bid item.
- B. Documents: The drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification Sections, apply to all specifications sections throughout this Project Manual.
- C. The Work will be constructed under a single prime contract.

1.2 CONTRACTOR USE OF FACILITY

- A. Owner's Building and Property: Owner occupies and uses the existing building and property.
 - 1. Conduct construction operations to minimize disturbance and disruption.
 - 2. Do not enter portions of existing building and property that are not part of the work unless approved in advance by Owner.
- B. Staging Area: An area will be assigned to the Contractor for his use. Restore and clean staging area to original condition.
- C. Material Delivery Route(s): To be assigned at pre-construction meeting. Use only Owner designated routing for construction traffic.
- D. Contractor is responsible for security and safety of his materials, equipment and temporary facilities as well as protection of Owner's existing facilities.
- E. Safety Plan: Contractor's responsibility. Contractor to maintain first aid kit on jobsite and establish safety plan.
- F. Owner's Facility Rules and Requirements. Adhere to Owner's facility security rules and requirements.
 - 1. Contractor's and sub-contractor's personnel and workers shall be easily identifiable by wearing badges, company shirt and/or uniform.
 - 2. Contractor's Access Work Area: Avoid conflicts with Owner's personnel and visitors for use of site.
 - 3. Obtain permission to work weekends.
 - 4. School sites are drug- and tobacco-free zones, both inside building and on property.
 - 5. No firearms, knives or weapons of any kind is permitted on school property.

1.3 OWNER'S USE OF FACILITY

- A. Owner's Occupancy: Owner will continue use of premises throughout the construction period.
 - B. Egress for Owner Personnel: During construction, maintain existing means of egress at all times. Do not obstruct existing means of egress.
 - C. Protection: Contractor is responsible for providing protection at construction areas.
 - 1. When work affects building interiors, provide temporary weather protection and dust control measures to protect Owner occupied spaces against construction dust, etc., throughout the construction period. After the new construction is completed, remove temporary weather protection and dust control measures.
 - D. Utilities Services: Do not interrupt utility services to the adjacent occupied spaces. Coordinate with the Owner if temporary modifications to the lighting, power, or air-conditioning systems will cause such interruption, provide advance written notice a minimum of 72 hours before the outage.
- 1.4 COORDINATION
- A. Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence of installation of interdependent construction elements.
 - B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- 1.5 PROTECTION OF INSTALLED WORK
- A. Protect installed Work and existing facilities to remain. Repair, replace and restore damage(s) at no cost to Owner.
 - B. Before beginning of construction operations, inspect and photograph driveways and access to construction area jobsite. Portions of driveway, landscaping and existing improvements damaged by construction operations shall be repaired and replaced at Contractor's expense.
- 1.6 PROJECT MEETINGS
- A. Pre-construction Conference: The Owner and Architect will schedule a pre-construction conference after notice of award. The Contractor shall be responsible to see that his subcontractors are in attendance. At this meeting, submit to the Architect and Owner the following:
 - 1. Emergency contact information.
 - 2. List of subcontractors and material suppliers.
 - 3. Proposed Construction Schedule.
 - B. Progress Meetings: Schedule and administer meetings throughout progress of the Work at intervals coordinated with preparation of payment request. Require each entity to be properly represented to review adherence to schedule with respect to material delivery, work sequencing, hours of work and relevant matters in relationship to the progress

schedule. Record minutes of the meeting, update the construction progress schedule, and submit with payment request.

1.7 SUBSTITUTIONS

- A. Architect's Approval Required: Consideration will be given to submittals for substitutions only when such proposals are accompanied by complete technical data and information showing compliance to specified requirements. No substitutions are allowed without the Architect's approval.
- B. "Approved Equal" and "or Equal": Substitution under this category must be submitted in accordance with requirements indicated in Instruction to Bidders.
- C. Contractor shall verify and coordinate compatibility with related construction, accommodation to space/area provided, and clearances for service access for substitution items.

1.8 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit proposed Construction Schedule at the Pre-construction Meeting.
- B. Construction Progress Schedule Form: Bar-type progress schedule showing period for each major category or unit of work to be performed, properly sequenced and interfaced. Show completion of work sufficiently in advance of date established for completion of work. With this submittal, include a tabulation (by date) of shop drawing and product data submittals required reflecting allowance periods for review, approval, re-submittal for approval should rejection occur, order and delivery of materials interfacing with the work. Contractor may indicate these dates on the bar chart schedule instead of a separate tabulation.
- C. Present updated schedule at each progress meeting and submit revised schedule with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.9 TEMPORARY FACILITIES

- A. Electricity and Lighting: Temporarily connect to existing power service nearby. Power consumption shall not disrupt Owner's use of service elsewhere. Owner to pay for power consumed at these connections.
 - 1. Electricity: Provide temporary service extensions to power outlets for construction operations, branch wiring, distribution boxes, flexible power cords and fixtures as required.
 - a. Where existing available electrical service is inadequate to support Contractor's equipment, Contractor shall pay for and provide generator(s).
 - 2. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
- B. Communications - Jobsite: Contractor and superintendent shall be accessible by communications contact during entire period of construction operations.
 - 1. Do not use Owner's telephone(s) at the facility.

2. Provide, maintain and pay for mobile/cellular phone communications during construction at the project site.
- C. Water: Connect to existing water source for construction operations. Provide necessary hose extensions. Ensure no leaks occur at connections. Remove connections at the end of work.
- D. Drinking Water: Provide drinking water and containers for workers.
- E. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
 1. Do not use existing restrooms in buildings.
- F. Field Office: Not required.
- G. Dumpster:
 1. Do not use Owner's dumpsters and trash receptacles.
 2. Provide and locate dumpster on site at Owner's approved location. Regularly remove contents and clean area so that Owner's property is maintained in a clean and neat conditions at all times.
- H. Haul off and remove construction debris at the end of each day, more often if required to avoid trash build up.
- I. Removal: Remove temporary facilities and materials at the end of the project. Repair damage caused by installation or use of temporary work. Restore and clean existing facilities and areas used during construction to original condition.

1.10 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
 1. Provide complete with accessories needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Where products are accompanied by the term "as selected," Architect will make selection.
 4. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
- B. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 7. Protect stored products from damage.
- C. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment.

1.11 EXECUTION REQUIREMENTS

- A. General: Locate components of the Work accurately, in correct alignment and elevation.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes and wiring, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damage or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Secure and anchor each component securely in place, accurately located and aligned with other portions of the Work. Allow for movement, including thermal expansion and contraction.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Provide products, cleaners, and installation materials that do not contain hazardous materials.

1.12 PROGRESS AND FINAL CLEANING

- A. Progress Cleaning
 - 1. Keep areas free of waste materials, debris, and rubbish.
 - 2. Maintain site in a clean and orderly condition at all times.
 - 3. Clean site daily, and more often when waste materials and debris interfere with other operations.

- B. Final Cleaning:
 - 1. Remove waste and surplus materials, rubbish, and construction facilities from the site.
 - 2. Clean surfaces and areas, new and existing, affected by Work and restore to condition before if damaged.
 - 3. Restore site areas affected by work.

1.13 CONTRACT CLOSEOUT PROCEDURES

- A. Refer to Division 1 Section. "Closeout Procedures."

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

END OF SECTION 01 10 00

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost for each alternate is the net addition to the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
 - 2. Do not include bid amounts for indicated Alternate Bid items in Base Bid.

1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A Schedule of Alternates is included below.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Add temporary freezer and coolers.
 - 1. Refer to Drawings and Section 01 50 13.
- B. Alternate No. 2: Add floor coating system to the existing freezer-cooler slab.
 - 1. Refer to Drawings and Section 09 67 50.

END OF SECTION 01 23 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements to prepare and process Applications for Payment.

1.2 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Use the form provided.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Change Orders (numbers) that affect value.
 - d. Dollar value.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
7. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
 2. Stored Materials: No payment will be made for materials and products stored anywhere off site, including a bonded warehouse.
- B. Payment Application Times: The date for each progress payment is indicated in the AIA A201 General Conditions.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment. With each Application for Payment with Include releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 1. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit one original and 2 copies, signed and notarized for each Application for Payment to Architect.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).

4. Certificates of insurance and insurance policies.
 5. Contract/Agreement Recordation information; provide copy.
- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- H. Prior to Final Application for Payment: The following items must be submitted:
1. Warranties
 2. Operating and Maintenance Manuals
 3. Record Drawings
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Lien-free Certificate issued by Clerk of Court
 2. AIA Document G707, "Consent of Surety to Final Payment."
 3. Upon request, submit the following:-
 - a. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - b. Updated final statement, accounting for final changes to the Contract Sum.
 - c. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - d. AIA Document G706A, "Contractor's Affidavit of Release of Liens."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Submit all project material product data, shop drawings, samples submittals and related documents within 30-days after the Notice to Proceed.

1.2 DEFINITIONS

- A. Action Submittals: Information that requires Architect's responsive action.
- B. Informational Submittals: Information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- D. Owner Requested Information: Written information that does not require Architect's review and approval. This information may be transmitted directly to the Owner.

1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.

- e. Description of the Work covered.
- f. Scheduled date for Architect's final release or approval.
- g. Scheduled date of fabrication.
- h. Scheduled dates for purchasing.
- i. Scheduled dates for installation.
- j. Activity or event number.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
 - 1. Architect may furnish Contractor one set of digital data files of the Contract Drawings for use in preparing Shop Drawings.
 - 2. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 7 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 7 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 14 days for initial review of each submittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.

2. Provide a space approximately 3 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 - j. Location(s) where product is to be installed, as appropriate.
 - k. Other necessary identification.
 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
 5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
- E. Electronic Submittals: Identify and incorporate information in each submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Transmittal Form for Electronic Submittals: Use format containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Related physical samples submitted directly.

- k. Other necessary identification.
 - l. Remarks.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General: Prepare, review, mark approval, sign, date, and submit submittals required by individual Specification Sections.
- 1. Electronic Submittals: Submit via email as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Paper Submittals - Number of Copies: Copies for Contractor use, plus number below.
 - a. Architect will keep 2 copies of each submittal, unless otherwise indicated.
 - b. Contractor shall provide one copy to be kept at project site during construction.
 - c. Copy(s) as a Project Record Document and for Project Material Manual described elsewhere in Division 1.
 - 3. Grouping: Submit associated items in groups to avoid rejection of a single item that may impact upon the rest of the group.
 - a. Grouping - Color Selection: Assemble and group color charts, samples, mock-ups and other related information where finishes are required and submit all these items at one time. Allow a period of at least 3 weeks for color selection, Architect's preparation of color board for presentation to Owner, and Owner's final approval.

4. It is the Contractor's responsibility for proper distribution to subcontractors of shop drawings and advise them of the number of prints required for complete job use.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. Mark each copy of each submittal to show which products and options are applicable.
 2. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 3. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 4. Submit Product Data before or concurrent with Samples.
 5. Do not submit or include MSDS sheets. Matters of safety are the responsibility of the Contractor.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale.
1. Preparation: Fully illustrate requirements in the Contract Documents.
 2. Submit Shop Drawings either in PDF electronic format or paper copies.
 3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

- b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line.
- 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit 2 sets of Samples. Architect will retain one Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals indicated and upon request.
 - 1. Number of Copies: 2 copies, unless otherwise indicated. Architect will not return copies.
 - 2. Certificates and Certifications: Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."

2.3 OWNER REQUESTED INFORMATION

- A. General: Prepare and submit Owner requested information required.
 - 1. Number of Copies: Submit 2 copies of each Owner requested information, unless otherwise indicated.
 - 2. Architect will not review this information.
 - 3. This information will be transmitted directly to the Owner.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Contractor's Approval Required: Prior to transmitting submittals to the Architect, check for conformance to Contract Documents and indicate approval by dating, stamping and signing each copy of the shop drawings.
 - 1. Approval by Contractor must be indicated either by "Approved" or "Approved as noted".
 - 2. This is a pre-condition to Architect's review and approval.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Provide suggested stamp below or one that is similar:

This Submittal has been reviewed and approved for conformance with the Contract Documents.

By: _____ (hand signature) date: _____
(Name)
Company

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Incomplete and partial submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 41 00 - REGULATORY INFORMATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Applicable provisions of FEMA Concensus-Based Codes, Specifications and Standard for Public Assistance apply to this project, because the Owner intends to apply for FEMA assistance.

1. A copy of this publication is appended to this specifications section.

PART 2 - PRODUCTS (not Used)

PART 3 - EXECUTION (not used)

END OF SECTION 01 41 00



Consensus-Based Codes, Specifications and Standards for Public Assistance

FEMA Recovery Interim Policy FP- 104-009-11 Version 2.1

BACKGROUND

Section 323 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) authorizes FEMA to require, as a condition of grant funding, that the repair or construction of private and public facilities be done in accordance with “applicable standards of safety, decency, and sanitation in conformity with applicable codes, specifications and standards.” Section 406 of the Stafford Act authorizes FEMA to provide contributions to state, local, tribal, territorial, and certain private nonprofit organizations for the repair, restoration, reconstruction, or replacement of a public facility damaged or destroyed by a major disaster and associated expenses incurred. As amended by Section 1235(b) of the Disaster Recovery Reform Act of 2018 (DRRA), Section 406(e) requires FEMA to fund repair, restoration, reconstruction, or replacement in conformity with “the latest published editions of relevant consensus-based codes, specifications, and standards that incorporate the latest hazard-resistant design and establish minimum acceptable criteria for the design, construction, and maintenance of residential structures and facilities that may be eligible for assistance under this Act for the purposes of protecting the health, safety, and general welfare of a facility’s users against disasters.”

PURPOSE

The purpose of the Recovery Interim Policy FP-104-009-11, *Consensus-Based Codes, Specifications and Standards for Public Assistance* (Policy) is to define the framework and requirements for consistent and appropriate implementation of consensus-based design, construction and maintenance codes, specifications and standards (subsequently referred to as “consensus-based codes, specifications and standards” in this Policy) for Public Assistance (PA) to promote resiliency and achieve risk reduction under the authority of the Stafford Act §§ 323 and 406(e) (42 U.S.C. §§ 5165a and 5172) and 44 Code of Federal Regulations (CFR) § 206, subpart M. These codes, specifications and standards only apply to repair and replacement of disaster damaged elements and facilities. Nothing in this Policy makes eligible the cost associated with ongoing operations and maintenance. This interim Policy supersedes the *Public Assistance Program and Policy Guide* (PAPPG)¹ subsection: FEMA Required Minimum Codes and Standards.

¹ Found in FEMA’s *Public Assistance Program and Policy Guide*, FP104-009-2/April 2018. Chapter VII.B.2 Permanent Work Eligibility: Codes and Standards; FEMA Required Minimum Codes and Standards.



PRINCIPLES

Application of the latest nationwide consensus-based codes, specifications and standards that incorporate hazard-resistance for PA funded projects will:

- A. Increase the Resiliency of Communities After a Disaster – Facilities restored to a code, specification or standard that includes hazard-resistant designs and criteria will be strengthened and experience fewer interruptions and less damage in the future enabling those facilities to continue to function during and after a disaster.²
- B. Protect Lives and Property – Use of consensus-based codes, specifications and standards that include hazard-resistant designs and criteria will further FEMA’s core mission to protect lives and property by increasing the safety and resilience of facilities that receive PA funding.
- C. Support the Efficient Use of Federal Dollars – Applicants using consensus-based codes, specifications and standards that incorporate hazard-resistance criteria for federally funded projects will reduce future vulnerability of disaster damaged facilities thereby reducing the need for future Federal disaster recovery funding and other assistance.

REQUIREMENTS

A. APPLICABILITY

Outcome: To establish the applicability and the parameters for the implementation of this interim Policy.

1. Applicants under disasters declared on or after the date of this interim Policy must apply the relevant consensus-based codes, specifications and standards identified in Appendix A - Consensus-Based Codes, Specifications and Standards to all permanent work PA projects for applicable facility types (buildings, electric power, roads, bridges, potable water and wastewater) for which they are seeking funding.

² In identifying standards for incorporation into this policy, FEMA considered resilience to mean: Able to prepare for anticipated hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions. Presidential Policy Directive 21 (PPD-21): Critical Infrastructure Protection and Resilience.



2. Applicants who fall into any of the following categories may submit to FEMA a written request to opt-in (example provided in Appendix B – *Opt-in Notification for Consensus-Based Codes, Specifications and Standards for Public Assistance*) to the guidelines of this interim Policy. If the PA funded construction has started or is complete, FEMA will not provide PA funding for any duplicative work as a result of opting into this Policy.
 - a. Incidents declared between August 1, 2017, and the date of the initial publication of this Policy,
 - b. projects associated with incidents declared before August 1, 2017, but have not been obligated based on a finalized cost estimate as of the date of the initial publication of this Policy,
 - c. projects that have an Applicant accepted fixed cost estimate (Section 428)³, that have not been obligated, and the Applicant has submitted its written notification to FEMA, can be considered under this Policy. The Applicant must accept the revised scope of work and fixed cost estimate related to codes, specifications and standards within 90 days of FEMA's receipt of its written notification. If the Applicant does not accept the fixed cost estimate within the 90-day timeframe, the project will retain its original accepted fixed cost estimate,
 - d. projects associated with a cost estimate on appeal as of the date of the initial publication of this Policy, or
 - e. applicants where the disaster has been declared and they have not yet participated in the Recovery Scoping Meeting (RSM), the 180-day timeline will start from the date of the RSM.

For a, b, c, & d the Applicant must submit the written notification within 180 days of the initial publication of this Policy and must identify the disaster(s) and facility(s) for which they are opting in.

Projects that have an obligated accepted fixed cost estimate (Section 428) will not be considered under this Policy.

For work completed, Applicants will have to demonstrate compliance with all applicable local, state, tribal, territorial, and federal environmental and historic preservation laws, regulations and executive orders. Additionally, the Applicant will need to show compliance with all procurement requirements as laid out in 2 CFR § 200.

³ FEMA's PAAP Pilot Guide for Permanent Work (Version 4) is located at <https://www.fema.gov/media-library/assets/documents/162756>.



3. With the exception of projects involving buildings, where FEMA already has an existing minimum codes and standards policy, Applicants for all other infrastructure that fall under A.2 and who opt-in to this interim Policy can choose the facilities to apply the provisions of this Policy to within that disaster declaration.
4. This interim Policy applies to permanent work projects for the facilities where the consensus-based codes, specifications and standards are identified in Appendix A. Funding for locally adopted codes, specifications and standards for facilities not included in Appendix A or where the locally adopted codes, specifications or standards are more stringent or provide for more hazard resistance than the FEMA identified code, or standard, is eligible if it meets the five criteria under 44 C.F.R. § 206.226(d) as implemented in the PAPPG.⁴

B. IMPLEMENTATION

Outcome: Applicants understand the key implementation guidelines of this interim Policy.

1. When triggered in permanent work projects funded under the PA Program, FEMA will *require* Applicants to incorporate consensus-based codes, specifications and standards in the planning, design and execution of eligible repair, replacement, or new construction⁵ projects.
2. If the Applicant identifies different locally adopted codes, specifications or standards that are the equivalent to or more stringent than the consensus-based codes, specifications and standards, FEMA requires the Applicant's engineer, design professional or other qualified individual to justify that the hazard-resistant design criteria in the locally adopted code, specification or standard is equivalent to or more stringent than those approved under this Policy.
3. FEMA may deviate from this interim Policy in circumstances where utilization of the consensus-based code, specification or standard is technically infeasible; would create an extraordinary burden on the Applicant; or would otherwise be inappropriate for the facility, such as adversely affecting a facility that has been listed or is eligible to be listed on the National Register of Historic Places.

⁴ Eligibility criteria found in FEMA's Public Assistance Program and Policy Guide, FP104-009-2/April 2018. Chapter VII. Permanent Work Eligibility: Codes and Standards; or the most recent update to these criteria in the PAPPG.

⁵ This includes improved and alternate projects. Per 44 CFR § 206.203(d), funding for improved and alternate projects is capped at the cost to restore the facility to its pre-disaster design and function in accordance with codes and standards, including the required codes and standards referenced in this section, that would otherwise be applicable to the facility if rebuilt as it existed.



C. IDENTIFICATION REQUIREMENTS

Outcome: Identify the applicable consensus-based codes, specifications and standards.

1. The Applicant will be responsible for identifying and applying the applicable consensus-based codes, specifications and standards used in each PA project.
2. This interim Policy is limited to the following facility types: buildings, electric power, roads, bridges, potable water and wastewater.
3. The Applicant will use the consensus-based codes, specifications and standards outlined in Appendix A as the minimum design criteria for eligible projects.
4. The Applicant must use the following criteria when implementing any of the consensus-based codes, specifications and standards identified in Appendix A:
 - a. The consensus-based codes, specifications and standards apply to the damaged facility, element or component, as appropriate, based on the work required to restore the facility to pre-disaster capacity and function.
 - b. If the Applicant elects to rebuild to an alternate or improved project that alters the pre-disaster function or capacity of the facility, the Applicant must incorporate any applicable consensus-based codes, specifications and standards to the new capacity or function of the facility.
 - c. In the case where the consensus-based codes, specifications and standards are being applied and require an upgrade to an entire structural facility, including undamaged elements/components, the upgrade is only eligible for PA funding if there is a direct relationship between the upgrade work and eligible damage.
5. FEMA will update Appendix A of this interim Policy periodically to incorporate additional consensus-based codes, specifications and standards. FEMA will only consider design and construction codes, specifications and standards that incorporate hazard-resistant design.
6. When the consensus-based code, specification or standard allows for discretion or for variances in the facility design to be appropriate for the facility's location, these adjustments need to be identified, documented and submitted to FEMA for approval.



D. VERIFICATION REQUIREMENTS

Outcome: Compliance with the requirements must be established by the Applicant and will be validated by FEMA.

1. Upon completion of the project, the Applicant must provide proof of compliance with the applicable consensus-based codes, specifications and standards.
2. Acceptable forms of proof include but are not limited to written certification by a registered engineer, design professional, or other qualified individual that the project was designed and constructed in compliance with the applicable consensus-based codes, specifications and standards identified.
3. Failure to include these consensus-based codes, specifications and standards or their equivalent in the planning, design and construction of eligible PA projects, when required or requested, will result in the denial or deobligation of FEMA project funding, subject to Section B.3.

E. ADDITIONAL ELIGIBLE WORK AND COSTS

Outcome: Identify additional work and costs associated with implementing consensus-based codes, specifications and standards that are eligible under the PA Program.

1. Eligible work and costs include engineering evaluation and analysis of the damaged elements/components of a facility that require consensus-based codes, specification and standards under this interim Policy along with PA eligible work to comply with law or regulation.
2. Funding for capped projects (improved, alternate, and alternative procedures) will be based on the estimated amount to restore the facility to its pre-disaster capacity and function including any eligible work such as work required by the consensus-based codes, specifications and standards in Appendix A.
3. The scope of work will be based on pre-disaster capacity, unless the adopted code or standard requires an increase to that capacity.

F. OTHER CONSIDERATIONS

1. Repair versus replacement calculation. When evaluating whether a facility is eligible for replacement under 44 CFR § 206.226(f), upgrades to meet the identified consensus-based codes, specifications and standards under this interim Policy will be treated in the same manner as locally adopted codes, specifications and standards for the purposes of calculating repair and replacement costs.



FEMA

2. When a consensus-based code, specification or standard offers discretion in design, FEMA will fund the least expensive alternative unless FEMA determines, after demonstration by the Applicant's engineer, design professional or other qualified individual that another alternative provides greater hazard risk reduction to the facility. In making a determination, FEMA will consider the additional risk reduction, the additional cost, technical feasibility, and whether the alternative is better achieved through other programmatic options, such as mitigation funding.

RESPONSIBLE OFFICE

Office of Response and Recovery
Recovery Directorate
Public Assistance Division

Keith Turi
Assistant Administrator
Recovery Directorate

December 20, 2019

Date



ADDITIONAL INFORMATION

REVIEW CYCLE

This is an interim Policy and will be followed by additional implementation guidance. In conjunction with publishing the interim Policy, FEMA is requesting comments from the public to inform future Policy development. FEMA is particularly interested in identifying additional consensus-based codes, specifications and standards that incorporate hazard-resistant criteria. FEMA will consider adding consensus-based codes, specifications and standards to Appendix A based on the information submitted.

To help ensure continuous improvement in the process of implementing this interim Policy and subsequent updates, FEMA may request performance information and documentation from Applicants. FEMA will evaluate this performance information and the implementation of this interim policy in terms of its effectiveness in increasing the resilience of communities after a disaster, protecting lives and property. FEMA will periodically perform an in-depth review of this Policy.

DRRA 1235(b) requires FEMA, in consultation with other Federal agencies, to issue a final rulemaking by April 5, 2020, to define the terms ‘resilient’ and ‘resiliency’. This time period applies only to the applicability of the definition of resilient and resiliency. FEMA is not using this interim Policy to issue a new definition for the terms “resilient” or “resiliency.” Further, prior to the enactment of the DRRA, the Stafford Act already provided FEMA the authority to require certain standards through the establishment of minimum standards under Section 323 and to require hazard mitigation under Section 406. As such the latest standards FEMA adopts in this interim Policy and any successor versions of this Policy will be effective regardless of whether a final rulemaking defining resilient and resiliency has been completed.

AUTHORITIES

Sections 323 and 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5165a & 5121, et seq., as amended.

DEFINITIONS

Consensus-based codes, specifications and standards: National or international voluntary codes, specifications and standards that incorporate the latest hazard-resistant designs.

Hazard-Resistant: Designs which take into account the probability of occurrence of hazards, within a reasonable recurrence interval, to decrease vulnerabilities.

QUESTIONS

Direct questions to: FEMA-Recovery-PA-Policy@fema.dhs.gov



Appendix A: Consensus-Based Codes, Specifications and Standards as of December 20, 2019

The latest published edition of the codes, specifications and standards published by the following organizations at the time of the disaster declaration will be incorporated into the design and construction of applicable facilities (currently limited to buildings, electric power, roads, bridges, potable water supply and wastewater) as described in this interim Policy. These codes, specifications and standards only apply to repair and replacement of disaster damaged elements and facilities. Nothing in this Policy makes eligible the cost associated with ongoing operations and maintenance.

Eligible building projects involving substantial improvement or new construction in flood hazard areas must meet, at a minimum, the floodproofing or elevation requirements as described in 44 CFR § 9.11(d), or the International Code Council's International Building Code, International Existing Building Code, International Energy Conservation Code, or International Residential Code, whichever is higher.

When triggered by the codes, specifications and standards identified by FEMA in this Policy, Applicants will incorporate the latest applicable criteria including, but not limited to the following:

- In areas where tornado shelter design wind speeds are 250 mph or greater, the Applicant must incorporate a storm shelter or safe room (designed to International Code Council (ICC) 500 standards) for elementary and secondary schools with an occupant load of 50 or more, Emergency Operations Centers (EOCs), 911 call stations, fire stations, rescue stations, ambulance stations, and police stations.
- Concerning requirements for wind, seismic, flood, temperature, ice and snow, and wildfire the Applicant must incorporate applicable design and construction standards contained in the International Building Code (IBC), International Existing Building Code (IEBC), International Residential Code (IRC) and their referenced standards [e.g., American Society of Civil Engineers (ASCE)/Structural Engineering Institute (SEI) 7; 24 and 41], and International Wildland-Urban Interface Code (IWUIC).



Facility Type	Standard Setting Organization and Consensus-Based Codes, Specifications and Standards
Buildings	<ul style="list-style-type: none">• International Code Council (ICC): International Building Code (IBC); International Existing Building Code (IEBC); International Residential Code (IRC); International Energy Conservation Code (IECC); International Wildland-Urban Interface Code (IWUIC); International Plumbing Code (IPC); International Mechanical Code (IMC); International Fuel Gas Code (IFGC); International Fire Code (IFC); ICC 500-14, ICC/NSSA Standard on the Design and Construction of Storm Shelters; ICC 600-14, Standard for Residential Construction in High-wind Regions• Institute of Electrical and Electronics Engineers: National Electric Safety Code (NESC)• National Fire Protection Association (NFPA): National Electrical Code (NEC); NFPA 1141, Standard for Fire Protection Infrastructure for Land Development in Wildland, Rural, and Suburban Areas; NFPA 1142, Standard on Water Supplies for Suburban and Rural Firefighting; NFPA 1144, Standard for Reducing Structure Ignition Hazards from Wildland Fire; NFPA 5000-2018, Building Construction and Safety Code• American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE): Handbook of HVAC Applications• American Society of Civil Engineers (ASCE): ASCE/SEI 7-16, Minimum Design Loads and Associated Criteria for Buildings and Other Structures; ASCE/SEI 24-14, Flood Resistant Design and Construction; ASCE/SEI 41-17, Seismic Evaluation and Retrofit of Existing Buildings; ASCE 8-17, Standard Specification for the Design of Cold-formed Stainless-Steel Structural Members; ASCE 49-07, Wind Tunnel Testing for Buildings and Other Structures• American Concrete Institute (ACI): ACI 318-19, "Building Code Requirements for Reinforced Concrete; ACI 543R-12, Guide to Design, Manufacture, and Installation of Concrete Piles• American Institute of Steel Construction (AISC): ANSI/AISC 303-16, Code of Standard Practice for Steel Buildings and Bridges; ANSI/AISC 360-19, Specification for Structural Steel Buildings; ANSI/AISC 341-18, Seismic Provisions for Structural Steel Buildings• American Society of Testing and Materials (ASTM): ASTM E1886-13A, Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials; ASTM E1996-14a, Specification for Performance of Exterior Windows, Curtain Walls, Doors and Impact Protective Systems Impacted by Windborne Debris in Hurricanes; ASTM D2487-11, Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)



- **American Society Mechanical Engineers (ASME):** ASME/A17.1-2016/CSA B44-16, Safety Code for Elevators and Escalators
- **American Iron and Steel Institute (AISI):** AISI S100-16, North American Specification for the Design of Cold-formed Steel Structural Members
- **American Wood Council (AWC):** ANSI/AWC NDS-2018, National Design Specification (NDS) for Wood Construction-with 2018 NDS Supplement
- **Timber Piling Council (TPC):** TPC-2016, Timber Pile Const. Guide 2016
- **The Masonry Society (TMS):** TMS 402-2016, Building Code for Masonry Structures; TMS 602-2016, Specification for Masonry Structures
- **Steel Joist Institute (SJI):** SJI 100-15, 44th Edition Standard Specification Load Tables and Weight Tables for Steel Joists and Joist Girders K-Series, Series, DHL-Series, Joist Girders; SJI 200-15, Standard Specification for Composite Steel Joists, CJ-Series
- **The Aluminum Association (TAA):** ADM1, Aluminum Design Manual, Part 1 - A Specification for Aluminum Structures, 2015
- **Facilities Guideline Institute (FGI):** (FGI), Guidelines for Design and Construction of Hospitals/Outpatient, 2018; (FGI), Guidelines for Design and Construction of Residential Health, Care, and Support, 2018
- **Air Movement and Control Association (AMCA):** AMCA 540-13, Test Method for Louvers Impacted by Wind Borne Debris
- **Door and Access Systems Manufacturers Association (DASMA):** ANSI/DASMA 108-2017, Standard Method for Testing Sectional Garage Doors, Rolling Doors and Flexible Doors: Determination of Structural Performance Under Uniform Static Air Pressure Difference; ANSI/DASMA 115-2016, Standard Method for Testing Sectional Garage Doors, Rolling Doors and Flexible Doors: Determination of Structural Performance Under Missile Impact and Cyclic Wind Pressure
- **National Association of Architectural Metal Manufacturers (NAAMM):** NAAMM FP 1001-17, Guide Specifications for Design of Metal Flag Poles
- **ANSI/FM Approvals (FM):** FM 2510-2019, Flood Abatement Equipment
- CFR Title 24: Housing and Urban Development
- CFR Title 44: Emergency Management and Assistance



Electric Power

- **U.S. Department of Agriculture Rural Electric Service (RUS):** RUS Bulletins
Transmission - 1724D-106, 1724E-200, 1724E-203, 1724E-204, 1724E-205, 1724E-206, 1724E-214, 1724E-216, 1724E-224, 1724E-226, 1728F-810, 1728F-811, 1728H-701, 1730B-2
Distribution - 50-4, 1724D-106, 1724E-150, 1724E-151, 1724E-152, 1724E-153, 1724E-154, 1728F-700, 1728F-803, 1728F-804, 1728F-806, 1730B-121, 1730B-2
Substations - 1724E-300
- **International Code Council:** International Building Code (IBC); International Existing Building Code (IEBC); International Residential Code (IRC); International Energy Conservation Code (IECC); International Wildland-Urban Interface Code (IWUIC)
- **American Society of Civil Engineers (ASCE):** (ASCE/SEI 7-16) Minimum Design Loads and Associated Criteria for Buildings and Other Structures, (ASCE MOP 74) Guidelines for Electrical Transmission Line Structural Loading
- **Institute of Electrical and Electronics Engineers:** National Electric Safety Code (NESC)
- **National Fire Protection Association (NFPA):** National Electric Code (NEC); NFPA 1141, Standard for Fire Protection Infrastructure for Land Development in Wildland, Rural, and Suburban Areas; NFPA 1144, Standard for Reducing Structure Ignition Hazards from Wildland Fire



Roads and Bridges

- **American Association of State Highway and Transportation Officials (AASHTO):** A Policy on Geometric Design of Highways and Streets; Standard Specifications for Highway Bridges; LRFD Bridge Construction Specifications; LRFD Bridge Design Specifications; LRFD Movable Highway Bridge Design Specifications; AASHTO/AWS D1.5M/D1.5 Bridge Welding Code, 7th Edition; LRFD Guide Specifications for Accelerated Bridge Construction, 1st Edition; Guide Specifications for LRFD Seismic Bridge Design, 2nd Edition; Guide Specifications for Design of Bonded FRP Systems for Repair or Strengthening of Concrete Bridge Elements, 1st Edition, Guide Specifications for Bridges Vulnerable to Coastal Storms, 1st Edition, Guide Specifications for Design and Construction of Segmental Concrete Bridges, 2nd Edition; Guide Specifications for Wind Loads on Bridges During Construction, 1st Edition; Pavement Design, Construction, and Management: A Digital Handbook, 1st Edition; Guidelines for Geometric Design of Low-Volume Local Roads, 2019 Edition; AASHTO Drainage Manual, CD-ROM; Highway Drainage Guidelines, 4th Edition
- **American Concrete Institute (ACI):** ACI 301-16 - Specifications for Structural Concrete; ACI-341.2R-14 - Analysis and Design of Seismic-Resistant Concrete Bridge Systems, ACI-341.3R-07 - Seismic Evaluation and Retrofit Techniques for Concrete Bridges, ACI-341.4R-16 - Report on the Seismic Design of Bridge Columns Based on Drift, ACI-342R-16 - Report on Flexural Live Load Distribution Methods for Evaluating Existing Bridges, ACI-343R-95 - Analysis & Design of Reinforced Concrete Bridge Structures (Reapproved 2004), ACI-345.1R-16 - Guide to Maintenance of Concrete Bridge Members, ACI-345.2R-13 - Guide for Widening Highway Bridges, ACI-345R-11 - Guide for Concrete Highway Bridge Deck Construction, ACI-548.10-10 - Specification for Type MMS (Methyl Methacrylate Slurry) Polymer Overlays for Bridge and Parking Garage Decks, ACI-548.8-07 - Specification for Type EM (Epoxy Multi-Layer) Polymer Overlay for Bridge and Parking Garage Decks, ACI-548.9-08 - Specification for Type ES (Epoxy Slurry) Polymer Overlays for Bridge and Parking Garage Decks
- **American Welding Society (AWS):** D1.4/D1.4M: 2011 Structural Welding Code-Reinforcing Steel;
- **American Institute of Steel Construction (AISC):** ANSI/AISC 303 - Code of Standard Practice for Steel Buildings and Bridges
- **American Society of Civil Engineers (ASCE):** ASCE MOP 140 - Climate-Resilient Infrastructure: Adaptive Design and Risk Management, 2018
- **National Fire Protection Association (NFPA):** NFPA 1141, Standard for Fire Protection Infrastructure for Land Development in Wildland, Rural, and Suburban Areas



- **U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA):** Federal Lands Highway Project Development and Design Manual (PDDM) (2018); 23 CFR Part 625 - Design Standards for Highways; HIF-18-046 - Manual for Refined Analysis in Bridge Design and Evaluation, 2019; HIF-18_041 - Report on Techniques for Bridge Strengthening, 2019; HEC 17 - Highways in the River Environment- Floodplains, Extreme Events, Risk, and Resilience, 2nd Edition; HEC 25 - Highways in the Coastal Environment: Assessing Extreme Events, Volume 2, HDS 2 Highway Hydrology, 2nd Edition, Other Drainage and Hydraulic Design and Analysis – HDS 4, HDS 5, HDS 6, HEC 7, HEC 9, HEC 14, HEC 15, HEC 18, HEC 20, HEC 21, HEC 22, HEC 23, HEC 24, HEC 26; Geotechnical –Geotechnical Engineering Circulars 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, HIF-17-024 - Evaluation and Guidance Document for Post-Grouted Drilled Shafts for Highways



Potable Water

- **Great Lakes - Upper Mississippi River, Board of Provincial Public Health and Environmental Managers:** Recommended Standards for Water Works 2012
- **American Water Works Association (AWWA):** Standards for Potable Water Source, Storage, Treatment, and Distribution; M2 - Instrumentation & Control, Third Edition; M6 Water Meters: Selection, Installation, Testing & Maintenance, Fifth Edition; M22 - Sizing Water Service Lines and Meters, Third Edition; M11 - Steel Pipe: A Guide for Design and Installation, Fifth Edition; M23 - PVC Pipe Design and Installation, Second Edition; M25 - Flexible Membrane Covers and Linings for Potable-Water Reservoirs, Third Edition; M28 - Rehabilitation of Water Mains, Third Edition; M31 - Distribution System Requirements for Fire Protection, Fourth Edition; M33 - Flowmeters in Water Supply, Third Edition; M41 - Ductile-Iron Pipe and Fittings, Third Edition; M42 - Steel Water-Storage Tanks, Revised Edition; M44 - Distribution Valves: Selection, Installation, Field Testing & Maintenance, Third Edition; M55 - PE Pipe Design and Installation; M68 – Water Quality in Distribution Systems; M77 - Condition Assessment of Water Mains; M45 Fiberglass Pipe Design, Third Edition
- **National Fire Protection Association (NFPA):** National Electric Code (NEC); NFPA 1141, Standard for Fire Protection Infrastructure for Land Development in Wildland, Rural, and Suburban Areas; NFPA 1142, Standard on Water Supplies for Suburban and Rural Firefighting; NFPA, 1144 Standard for Reducing Structure Ignition Hazards from Wildland Fire
- **American Society of Testing and Materials (ASTM):** ASTM-F-480-17, Standard Specification for Thermoplastic Well Casing Pipe and Couplings Made in Standard Dimension Ratios (SDR)
- **National Standards Foundation (NSF) American National Standards Institute (ANSI):** NSF/ANSI: Standard 61, Drinking Water System Components - Health Effects; NSF/ANSI Standard 14, Plastic Piping System Components and Related Materials
- **American Society of Civil Engineers (ASCE):** (ASCE MOP 132) Renewal of Potable Water Pipes; (ASCE MOP 127) Hydraulics of Wells: Design, Construction, Testing, and Maintenance of Water Well Systems, 2014; (ASCE MOP 108) Pipeline Design for Installation by Horizontal Directional Drilling, Second Edition; (ASCE MOP) 106 Horizontal Auger Boring Projects, Second Edition; (ASCE MOP 140) Climate-Resilient Infrastructure: Adaptive Design and Risk Management, 2018; (ASCE/SEI 24-14) Flood Resistant Design and Construction; ASCE/SEI 7-16) Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- **Water Environment Federation:** MOP 32 - Energy Conservation in Water and Wastewater Treatment Facilities; MOP 26 – GIS Implementation for Water and Wastewater Treatment Facilities; MOP 28 – Upgrading and Retrofitting Water and Wastewater Treatment Plants
- **International Code Council:** International Building Code (IBC); International Existing Building Code (IEBC); International Energy Conservation Code, (IECC); International Residential Code (IRC); International Wildland-Urban Interface Code (IWUIC)



Wastewater

- **Great Lakes - Upper Mississippi River, Board of Provincial Public Health and Environmental Managers:** Recommended Standards for Wastewater Facilities (10 States Standards) 2014
- **National Fire Protection Association (NFPA):** National Electrical Code (NEC); NFPA 1141, Standard for Fire Protection Infrastructure for Land Development in Wildland, Rural, and Suburban Areas; NFPA, 1144 Standard for Reducing Structure Ignition Hazards from Wildland Fire
- **American Society of Testing and Materials (ASTM):** ASTM D-2321-18, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Installations; ASTM F-1417-11a (2015), Standard Practice for Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air; ASTM C-12-17, Standard Practice for Installing Vitrified Clay Pipe Lines; ASTM C-828-11, Standard Test Method for Low Pressure Air Test of Vitrified Clay Pipe Lines; ASTM C-478-18, Standard Specification for Circular Precast Reinforced Manhole Sections; ASTM C-1244, Standard Test Method for Concrete Sewer Manholes Negative Air Pressure (Vacuum) Test Prior to Backfill
- **American Society of Civil Engineers (ASCE):** (ASCE - MOP 108) Pipeline Design for Installation by Horizontal Directional Drilling, Second Edition; (ASCE MOP 106) Horizontal Auger Boring Projects, Second Edition; (ASCE MOP 60) Gravity Sanitary Sewer Design and Construction Second Edition, 2007; (ASCE MOP 140) Climate-Resilient Infrastructure: Adaptive Design and Risk Management, 2018; (ASCE/SEI 7-16) Minimum Design Loads and Associated Criteria for Buildings and Other Structures;(ASCE/SEI 24-14) Flood Resistant Design and Construction
- **Water Environment Federation:** MOP 8 - Design of Water Resource Recovery Facilities; MOP FD-4 Design of Wastewater and Stormwater Pumping Stations; MOP 32 - Energy Conservation in Water and Wastewater Treatment Facilities MOP 21 – Automation of Water Resource Recovery Facilities, 4th Edition; MOP 26 – GIS Implementation for Water and Wastewater Treatment Facilities, MOP FD-12 – Alternative Sewer Systems, 2nd Edition; MOP FD-6 - Existing Sewer Evaluation and Rehabilitation, 3rd Edition; MOP FD-17 - Prevention and Control of Sewer System Overflows, 3rd Edition; MOP 25 - Control of Odors and Emissions from Wastewater Treatment Plants; MOP FD-19 – Natural Systems for Wastewater Treatment, 3rd Edition; MOP 28 – Upgrading and Retrofitting Water and Wastewater Treatment Plants; MOP 38 – Sustainability and Energy Management for Water Resource Recovery Facilities; FS – Sanitary Sewer Systems: Lift Stations and Data Management Fact Sheet, 2019
- **International Code Council:** International Building Code (IBC); International Existing Building Code (IEBC); International Energy Conservation Code, (IECC); International Residential Code (IRC); International Wildland-Urban Interface Code (IWUIC)



Appendix B: Opt-in Notification for Consensus-Based Codes, Specifications and Standards for Public Assistance

In accordance with the Federal Emergency Management Agency (FEMA) Recovery Interim Policy FP-104-009-11, *Consensus-Based Codes, Specifications and Standards for Public Assistance (Policy)*, Applicants that meet the criteria below may elect to apply the Policy to one or more of their projects. If the PA funded construction has started or is complete, FEMA will not provide PA funding for any duplicative work as a result of opting into this Policy.

Applicants wishing to participate must make their election no later than either:

- **May 4, 2020, (180 days from date of initial Policy publication), or**
- **180 days after the date of the Recovery Scoping Meeting (RSM) for Applicants that have not yet participated in their RSM.**

This notification does not apply to Applicants in declarations on or after the date of the initial Policy publication.

Applicants may elect to opt-in if they have any of the following:

1. Damaged facilities in incidents declared between August 1, 2017, and the date of the initial Policy publication,
2. Projects associated with incidents declared before August 1, 2017, but not obligated based on a finalized cost estimate as of the date of initial Policy publication,
3. Projects that have an accepted fixed cost estimate (Section 428) and that have not been obligated¹, or
4. Projects associated with a cost estimate on appeal as of the date of the initial Policy publication.

Applicant must identify the disaster number, declaration date, project number, project title, and facility name/site location using the attachment to this Appendix.

We, _____ (name of Applicant) _____, elect to opt-in to Recovery Interim Policy FP-104-009-11, *Consensus-Based Codes, Specifications and Standards for Public Assistance* for the facilities listed in the attachment.

Signature of Subrecipient's Authorized Representative and Title (Printed) Date

Subrecipient Name PA ID Number

Signature of Recipient's Authorized Representative and Title (Printed) Date

Recipient Name Name of State or Tribe

Attachment

¹ The Applicant must accept the revised scope of work and fixed cost estimate related to codes, specifications and standards within 90 days of FEMA's receipt of its written notification. If the Applicant does not accept the fixed cost estimate within the 90-day timeframe, the project will retain its original accepted fixed cost.

SECTION 01 53 29 - TEMPORARY COOLERS AND FREEZER

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes temporary coolers and freezer for temporary storage of Owner's perishable food inventory during replacement of existing walk-in cooler-freezer.
 - 1. Locate cooler and freezer units to allow access by Owner for retrieving and re-stocking stored inventory.
- B. This is an Alternate Bid item.
- C. Related Sections:
 - 1. Refer to 01 10 00 - Basic Requirements, for general Temporary Facilities and Controls for the project.

1.2 SEQUENCE OF WORK - TEMPORARY COOLERS AND FREEZER UNITS

- A. Prior to replacement of existing walk-in cooler-freezer work, provide and set up temporary cooler and freezer units.
 - 1. Owner will relocate contents from existing walk-in cooler-freezer to temporary cooler-freezer units when they are operational.
- B. Remove existing damaged walk-in cooler-freezer assembly. Provide new walk-in cooler-freezer assembly.
- C. After the new replacement walk-in cooler-freezer assembly is operational, tested and working properly, Owner will relocate contents from temporary cooler-freezer units to the new completed walk-in cooler-freezer unit.
- D. Remove temporary portable walk-in cooler-freezer units.

1.3 QUALITY ASSURANCE

- A. Delegated Design - Temporary Electrical Service: Engage a qualified professional engineer to design service requirements to each temporary cooler and freezer unit.
 - 1. Include reviewing existing building service; determine and verify available capacity to serve temporary cooler and freezer units, including emergency power.
- B. Installer: Cooler and freezer units shall be furnished and installed by manufacturer's authorized and trained installers.
- C. Equipment shall be constructed in compliance with standards of National Sanitation Foundation and shall bear the NSF label.
- D. Comply with state and local regulations.
- E. Electrical equipment shall be approved by Underwriter's Laboratories and bear UL label.

- F. Electrical components of equipment shall comply with the National Electric Code.

1.4 PROJECT CONDITIONS AND COORDINATION

- A. Existing Clearances: Field verify clearances of existing conditions with locations for temporary cooler and freezer units.
- B. Existing Services: Coordinate locations of existing rough-ins of services; verify voltage, conductor sizes and other service attributes.

PART 2 - PRODUCTS

2.1 TEMPORARY COOLER-FREEZER UNITS

- A. Temporary cooler-freezer units indicated in the Drawings.
 - 1. 3 nominal 54-ft long x 10-ft wide portable cooler units located outside the building, near the existing walk-in cooler-freezer that is to be replaced.
 - 2. Temporary freezer unit, size as indicated, locate inside the building.
- B. Platforms, Steps and Ramps: Include structurally stable platforms, ramps and steps for each cooler-freezer units.

PART 3 - EXECUTION

3.1 SET-UP TEMPORARY COOLING-FREEZER UNITS

- A. Coordinate and verify clearances for location of these units on site.
 - 1. Locate these units to avoid obstruction to drives and means of egress at building.
- B. Coordinate, provide and route electrical and other service connections to temporary cooler-freezer units.
 - 1. Include connections to Owner's existing standby/emergency power at this facility, so that temporary cooler-freezer units will remain operational should commercial power be interrupted.
- C. Install and connect temporary cooler-freezer units for use by the Owner during replacement operations. Include platforms, ramps and steps for access to the door openings of these freezer units.
- D. After temporary cooler-freezer units are energized and operations, relocate contents from existing walk-in cooler-freezer.

3.2 REMOVAL OF TEMPORARY COOLER-FREEZER UNITS

- A. Upon satisfactory completion of new replacement cooler-freezer, and after testing, demonstrating and training; notify and allow Owner to relocate contents from temporary cooler-freezer units to the new replacement cooler-freezer unit.

- B. Disconnect and remove temporary cooler-freezer units, related platforms from site. Remove disconnect and switch devices; remove electrical service back to electrical panel. Include disconnect and removal of service to emergency power.
- C. Restore and clean site.

END OF SECTION 01 53 29

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
 - 1. Cut and patch existing construction to accommodate new construction. Include also, temporary removal, storage and re-installation of existing components as required to accomplish the work.

1.2 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.4 EXISTING WARRANTIES

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.
- E. Temporary Removal, Storage and Re-Installation of Existing Components:
 - 1. Carefully remove these components, including shims, fasteners, clips, anchoring devices and related accessories.
 - 2. Store components to prevent damage and deterioration in enclosed storage facility or a location acceptable to Architect.
 - 3. Prepare and repair substrates and completed construction receive re-installation of these components. Plug holes from removed fasteners and anchor devices with similar substrate material such as wood plugs, non-shrink grout, plaster, etc. Provide blocking and construction compatible with existing materials for securing of these components. Patch and level for exposed final finish to match existing adjacent surfaces.
 - 4. Provide new shims, fasteners, clips, anchoring devices and related accessories for final installation of these components.
 - 5. Clean, rehabilitate and re-finish these components.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, using methods least likely to damage elements retained or adjoining construction.

- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible.
 - 1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

END OF SECTION 01 73 29

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and maintenance manuals.
 - 4. Warranties.
 - 5. Demonstration, Training and Instruction of Owner's personnel.
 - 6. Final cleaning.

1.2 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Submit normal correspondence format, on Contractor's letterhead appropriately dated and referenced (project name). Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
 - 3. Complete final cleaning requirements.
 - 4. Touch up, repair and restore marred areas and exposed finishes to eliminate visual defects caused by construction operations.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after satisfactory inspection, or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 - 2. Submit written statement that Substantial Completion inspection List of Incomplete Items (punch list) have been completed or otherwise resolved for acceptance with explanation therein.
 - 3. Submit required documentation indicated elsewhere in these Contract Documents.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of Contract Drawings and Shop Drawings.
 - 1. Mark Record Drawings to show the actual installation where installation varies from that shown originally.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Record data as soon as possible after obtaining it, and not later 24-hours after receiving information. Record and check the markup before enclosing concealed installations.
 - c. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 2. Mark with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
- C. Record Specifications: Not required.

1.6 OPERATION AND MAINTENANCE MANUALS

- A. General: Prepare and submit manuals in durable plastic binders approximately 8-1/2 by 11 inches in size and with at least the following:
 - 1. Identification on, or readable through, the front cover of the manual and the name of the project as shown on the front cover of this Project Manual.
 - 2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of emergency data regarding the installation.
 - 3. Complete instructions regarding operation and maintenance of equipment involved.

4. Complete nomenclature of replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.
 5. Copy of guarantees and warranties issued.
 6. Copy of the approved shop drawings with changes made during construction.
- B. Extraneous Data: Where contents of manuals include manufacturer's catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, manufacturers' data with which this installation is not concerned.
- C. Manuals:
1. Hard/Paper Copies
 - a. 1 hard copy with complete information, including warranties.
 - b. Additional hard copies for each equipment room/area with information of those equipment and items in the equipment room/area. Locate manual in water-proof box for HVAC equipment rooms, etc.
 2. Digital Copy: 1 copy with entire set of information on disk, thumb drive or by Drop-box. Well organized into pdf files, searchable.

1.7 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered hard board, loose-leaf binders, thickness necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.8 DIGITAL SET

- A. In addition to close-out submittals above, provide a digital copy, scanned or recorded in color, of each of the above items as follows:
1. Record Drawings
 2. Operating and Maintenance Manuals
 3. Warranties
- B. Submit on a thumb drive or DVD, with files and folders appropriately named and titled; organized to be searchable pdf format.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 - 3. Schedule training with Owner, through Architect, with at least 7 days' advance notice.
 - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
 - 5. Owner requires providing manufacturer's latest training procedures.
- B. Two training sessions are required for each type of equipment:
 - 1. Basic training.
 - 2. Specific training.

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances, and Federal and local environmental and anti-pollution regulations.
 - 1. Leave Project clean in condition same as prior to beginning of construction operations.
- B. Cleaning: Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:
 - 1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, of rubbish, waste material, litter, and other foreign substances.
 - 2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - 3. Restore site, fill in depressions, wheel ruts and fine grade property affected by construction traffic and temporary facilities during construction operations.
 - 4. Traverse site areas affected by construction operations with metal detector(s) to remove fasteners and residual metal debris.
 - 5. Remove tools, construction equipment, machinery, and surplus material from Project site.

6. Touch up and otherwise repair and restore marred surfaces affected by construction operations.
- C. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

SECTION 02 41 20 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Selective demolition includes removal of existing items indicated and required for installation of new work, relocation and protection of existing facilities.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 QUALITY ASSURANCE

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

1.5 PROJECT CONDITIONS

- A. Owner will occupy the building and site. Conduct selective demolition so Owner's operations will not be disrupted. Provide advance notice to Owner of activities that will affect Owner's operations.
- B. Maintain access by Owner to existing walkways, corridors, and other adjacent occupied or used facilities.
 - 1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for condition of areas to be selectively demolished.
- D. Storage or sale of removed items or materials on-site will not be permitted.
- E. Hazardous Materials: It is not anticipated that hazardous materials would be present in the remaining areas of work. If suspected hazardous materials are encountered, do not disturb. Immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

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

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

2.2 MATERIALS - SALVAGE

- A. Do not reuse materials removed from the existing construction in connection with demolition work, except items which are specifically shown or specified to be reused and/or re-located.
- B. Remove and deliver equipment and material selected to remain the property of the Owner to a location on the grounds designated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine and field check existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
 - 1. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit written report to Architect.
- C. Coordinate demolition of existing items with installation of new materials to avoid water penetration into the existing building. Do not start demolition when there is a threat of inclement weather before the end of the work day. Provide temporary protection to stop water penetration into the existing building.
- D. Existing Roof Items: Temporary disconnect and store rooftop items including fans, covers, and such items indicated to remain. Reinstall upon completion of roof replacement work. Coordinate with Owner to ensure interruptions of such items do not affect the Owner's use of respective items during the outage.

3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services and protect them against damage during selective demolition operations. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
 - 1. Provide at least 72 hours' advance notice to Owner if shutdown of service is required during changeover.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- B. Temporary Facilities: Provide barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

3.4 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
 - 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.5 SELECTIVE DEMOLITION

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

1. Proceed with selective demolition systematically, from higher to lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove items and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 7. Dispose of demolished items and materials promptly.
 8. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
 9. Remove each item completely including straps, hangers, clips, fasteners, shims, blocking and accessories.
 10. Prepare and repair substrates receive new construction. Plug holes from removed fasteners and anchors with similar substrate material such as non-shrink grout, etc. Provide blocking and construction compatible with existing materials for securing new construction to tie to existing. Patch and level.
- B. Existing Items to Remain: Protect against damage and soiling. Items may be removed to suitable, protected storage location during selective demolition. Clean and reinstall in original locations after operations are complete.
- C. Metal Wall Opening: Remove existing metal trim around wall opening for removal of walk-in cooler-freezer. Clean and prepare opening to receive new trim after installation of new walk-in cooler-freezer.
- D. Walk-in Cooler-Freezer: Remove damaged existing unit. Replace with new. Refer to Division 11.
1. Include selective demolition of equipment systems, utilities and services below.
- E. Fire Suppression: Remove fire suppression components associated with walk-in cooler freezer.
- F. Mechanical Equipment: Remove mechanical components associated with walk-in cooler freezer.
- G. Electrical Service: Remove service connections, device boxes, conductor and conduit homeruns, and related items associated with walk-in cooler freezer. Prepare and rework service connection to receive new devices boxes (disconnects) and services routing to replacement unit.
- H. Electrical - Lighting:
1. Carefully removed and store light fixtures to be salvaged and re-installed at new walk-in cooler freezer.

2. Remove other light fixtures
 3. Including removal of existing service components.
 4. Prepare and rework service routing and connections to replacement light fixtures.
- I. Fire Alarm and Security: Remove components including connections, device boxes, conductor and conduit homeruns, and related items associated with walk-in cooler freezer. Prepare and rework service connection to receive new devices associated with walk-in cooler-freezer.
- 3.6 PATCHING AND REPAIRS
- A. Promptly repair damage to adjacent construction caused by selective demolition operations. Comply with Division 1 Section "Cutting and Patching."
- 3.7 DISPOSAL OF DEMOLISHED MATERIALS
- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - B. Burning: Do not burn demolished materials.
 - C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 02 41 20

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Rough carpentry includes, but not necessarily limited to:
 - 1. Lumber for nailers, blocking and shimming.

1.2 DELIVERY AND STORAGE

- A. Keep materials under cover and dry.
- B. Protect against exposure to weather and contact with damp or wet surfaces.
- C. Stack lumber for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWWPA U1; Use Categories as follows:
 - 1. Category UC2 for interior construction, not in contact with the ground,
 - 2. Category UC3b for exterior construction, not in contact with the ground, and
 - 3. Category UC4a for items in contact with the ground.
 - 4. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat rough carpentry as indicated, and for the following applications:

1. Wood nailers, curbs, blocking, and similar members in connection with roofing, flashing, and wall opening work.

2.3 LUMBER

- A. No. 2, Southern Yellow Pine, or specie of equivalent grade and yield strength based on Tables in the Timber Construction Manual by AITC. Size of members as indicated, or to match existing adjacent framing member sizes.

2.4 FASTENERS AND ANCHORAGES

- A. General: Size and type that comply with requirements specified in this Article for material and manufacture.
 1. Where rough carpentry is exposed to weather, in concrete and masonry, or in area of high relative humidity, provide Type 304 stainless steel fasteners.
 2. Provide Type 300 or 400 stainless steel fasteners applied alkaline copper quaternary (ACQ) treated wood and other wood treatments of a similar nature. Hot-dip galvanized, corrosion-coated steel, steel, copper, aluminum, and other metal fasteners are not acceptable for such applications.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: CABO NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
- F. Lag Bolts: ASME B18.2.1. (ASME B18.2.3.8M).
- G. Bolts: Stainless steel bolts, complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 1. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of rough carpentry construction and that are too small to use in fabricating rough carpentry with minimum joints or optimum joint arrangement.
- B. Set rough carpentry to required levels and lines, with members plumb and true to line and cut and fitted.
- C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of nailers, blocking, and similar supports to allow attachment of other construction.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code
 - 3. Applicable local codes.
- E. Provide blocking and framing as indicated and as required to support facing materials, and trim.
- F. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- G. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- H. For rough carpentry related to roofing work, fasten and secure nailers, blocking and cants in accordance with applicable requirements of Factory Mutual 1-49 Perimeter Flashing, unless more stringent requirements are indicated.
- I. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install nailers and blocking where shown and where required. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.
- B. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated.

END OF SECTION 06 10 00

SECTION 07 42 00 - PRE-FINISHED METAL WALL PANEL TRIM AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Freezer-cooler replacement will affect the existing wall opening with metal wall panels and trim at this metal building. Rework wall opening by using prefinished metal wall panel, trim and accessories, match the existing building materials.
- B. This Section includes pre-finished metal wall panel trim and accessories.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Material: Pre-finished, hot-dip galvanized or galvalume 24 gage metal.
- C. Manufacturer: Products by one of the following -
 - 1. MBCI.
 - 2. McElroy (Architectural Building Components.)
 - 3. PAC Clad.
 - 4. Berridge.
- D. Metal Wall Panels: Match existing profile and color.
- E. Trim: Corner, top and bottom edge, and other related trim of matching color and gage as the existing wall panels.
 - 1. Provide matching pre-finished sheet metal materials for field fabrication of trim that are required for special conditions.
- F. Fasteners: Manufacturer's recommended corrosion-resistant treated fasteners.
- G. Finish: Factory applied Kynar 500 finish.
 - 1. Finish panels on both sides at the factory. Prepare surfaces for coating by thoroughly cleaning, pre-treating, and priming, to provide a film which is compatible with the metal surface and the color finish.
 - 2. Color: As selected from manufacturer's standard available finishes to match existing wall panel color.

2.2 MISCELLANEOUS MATERIALS

- A. Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets and bolts, end-welded studs, and other suitable fasteners designed to withstand design loads.
 - 1. Provide stainless-steel or hot-dip galvanized steel fasteners.
- B. Accessories: Unless otherwise specified, provide trim, clips, gaskets, fillers, closure strips, and similar items. Match materials and finishes of panels.

- C. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil (0.4-mm) dry film thickness per coat, unless otherwise indicated. Provide inert-type non-corrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.3 FABRICATION

- A. General: Fabricate and finish trim and accessories at the factory. Provide units panels in continuous full length. Butt and lap joints are not permitted.
- B. Apply bituminous coating or other permanent separation materials on concealed panel surfaces where panels would otherwise be in direct contact with substrate materials that are non-compatible or could result in corrosion or deterioration of either materials or finishes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing for conditions affecting performance. Make corrections to unsatisfactory conditions.

3.2 PREPARATION

- A. Coordinate flashing, trim, roofing, walls, and adjoining work to provide secure installation.
- B. Remove protective film, if any, from exposed surfaces of metal panels. Strip with care to avoid damage to finish.

3.4 INSTALLATION

- A. Comply with manufacturer's written instructions and recommendations for installation, as applicable to project conditions and supporting substrates.
- B. Install pre-finished trim for opening perimeter and penetrations in accordance with manufacturer's instructions.
- C. Separate dissimilar metals by painting each metal surface in area of contact with a bituminous coating or by other permanent separation as recommended by manufacturers of dissimilar metals.

3.5 CLEANING AND PROTECTING

- A. Damaged Units: Replace components of the Work that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.
- B. Cleaning: Remove temporary protective coverings and strippable films, if any, as soon as installed.

- C. On completion of installation, clean finished surfaces as recommended by manufacturer and maintain in a clean condition during construction.

END OF SECTION 07 42 00

SECTION 07 90 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes sealants and sealant accessories for exterior building joints and roofing.

1.2 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, and curing time.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.4 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
 - 2. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

- A. Refer to Sealant Schedule at the end of this section for the locations of types of sealants described below.
- B. Single Component Urethane: Non-sag gun grade; ASTM C920, Type S, Grade NS, Class 25; use N, T, M and A; color to match adjacent surfaces. Subject to compliance to specified requirements, provide products by one of the following, or approved equal:

1. MasterSeal (Sonolastic) NP1 by BASF Master Builders (Sonneborn).
2. Dynatrol 1 by Pecora.
3. ChemCalk 600 by Bostik.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: Match color of adjacent material.

2.3 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Remove existing sealants from joints for re-sealing.

- C. Make corrections to unsatisfactory conditions.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with sealant manufacturer's written instructions.
 - 1. Remove foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- E. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses provided for each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- F. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealants from surfaces adjacent to joint.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

3.6 JOINT SEALANT SCHEDULE

- A. General: Apply the following types of sealants at the following locations.
- B. Single Component Urethane Sealant:
 - 1. Roofing
 - 2. Openings -

END OF SECTION 07 90 00

SECTION 09 67 23 - RESINOUS FLOORING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This section includes high-performance resinous flooring applied to existing concrete floor slab in a cooler-freezer assembly.
 - 1. Resinous flooring shall be moisture insensitive system, that require no moisture testing and warranted by manufacturer.
- B. This is an Alternate Bid item.

1.2 SUBMITTALS

- A. Submit manufacturer's product data, installation instructions and other information indicating compliance with requirements herein. Include also:-
 - 1. Material Certificates: For each resinous flooring component, from manufacturer.
 - 2. Material Test Reports: For each resinous flooring system.
- B. Installer
 - 1. Manufacturer's Certification: Signed by manufacturer certifying that installer comply with specified requirements.
 - 2. Installer Project List: Submit letter listing 5 projects successfully completed within the last 2 years of similar scope. For each project provide: project name, location, date of installation, contact information, size of project, and manufacturer of materials with system information.
- C. Samples: Submit manufacturer's samples for color selection.
 - 1. Provide sample which is a true representation of proposed field applied finish; not laboratory applied finish.
 - 2. After sample color selection, provide mock up described below.
- D. Maintenance Data: Include in close-out manuals.

1.3 QUALITY ASSURANCE

- A. Single Source Responsibility - Source Limitations:
 - 1. Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, from single source from single manufacturer.
 - 2. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source recommended by manufacturer of primary materials.
- B. Installer: Engage an installer who is approved in writing by resinous flooring manufacturer as qualified to apply resinous flooring systems indicated.
 - 1. Installer trained and approved by manufacturer of flooring system.
 - 2. Installer Qualifications: Manufacturer's authorized installer who is trained and approved for installation of flooring system required for this Project.

1.4 MOCK-UP

- A. Mock-Up: After color selection, make a minimum 4' x 4' size sample of flooring on a selected remote and inconspicuous floor area to demonstrate surface preparation, color, finish and slip-resistive surface for acceptance. This mock-up sample will be used as a standard for the final installed product.
 - 1. Provide additional samples as requested when initial sample is not accepted and approved.
 - 2. Approved mockups may become part of the completed Work.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.
- B. Maintain containers in clean condition, free of foreign materials and residue.
- C. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with resinous floor manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
- B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.
- C. Close spaces to traffic during resinous flooring application and for not less than 24 hours after application unless manufacturer recommends a longer period.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Manufacturers:
 - 1. Basis of Design: FasTop Multi Topfloor SL23 Self-Leveling Urethane Slurry System High Performance Flooring by Sherwin Williams. Contact Anthony Catalano (225)316-1073 anthony.j.catalano@sherwin.com, Product that does not require moisture vapor emission (MVE) testing.
 - a. FasTop Multi SL23, moisture insensitive high-performance floor coating system.
 - 1) 1st Coat: Resuflor Aqua 3477 at 250 sf/gal (Optional for outgassing).
 - 2) 2nd Coat: FasTop Multi Top SL23 with 20/40 mesh broadcast to excess.
 - 3) 3rd Coat: Resuflor 3746 at 100 sf/gal.
 - 4) 4th Coat: Resuflor 3746 at 160 sf/gal.
 - b. Total System Thickness 1/8".

- c. Pitch/Slope/Patching: FasTop Multi Screed TG69.
 - d. Cove Base: Resuflor 3561V Epoxy Cove Base System, with integral radius at 4-inches high, unless otherwise shown on drawings.
 2. Approved equivalent products meeting these requirements by other manufacturers, such as Sika, Dexotex, Tnemec.
- B. Description - Resinous Flooring: Abrasion-, impact- and chemical-resistant, high-performance, resin-based, monolithic floor surfacing designed to produce a seamless floor.
 1. VOC Content of Resinous Flooring: Resinous flooring system, for use inside the weatherproofing system, that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24)].
 2. Resinous Flooring: 100 g/L.
 3. Rapid cure and hardness development
 4. Water based
 5. Hot cooking oil and steam resistance
 6. Low temperature cure
 7. Will not lose bond due to thermal shock
 8. Moisture resistant
 9. Acceptable for use in USDA inspected facilities
 10. Slip-resistive finish.
 11. Color: As selected from manufacturer's standard stock colors.
- C. Physical Properties
 1. Abrasion Resistance ASTM D4060: 60 mgs Lost
 2. Hardness, Shore D ASTM D 2240: 83
 3. Tensile Strength ASTM C 307: 968 psi
 4. Compressive Strength ASTM C 579: 5,746 psi
 5. Flexural Strength ASTM C 580: 2,019 psi
 6. Adhesion ASTM D 7234: 518 psi Concrete Failure
 7. Impact Resistance: IR4
 8. Reaction to Fire: Bfl - s1
 9. Coefficient of Friction ASTM D 2047: >0.80
 10. Slip Resistance ASTM E303: 0.7 DCOF
 11. Thermal Expansion Coefficient: <38 PPM
 12. Service Temperature at 3/16": -50°F to 266°F
 13. Shrinkage: Nil
 14. Water Absorption: Karsten Test (Impermeable) - Nil

2.2 MISCELLANEOUS MATERIALS

- A. Sub-floor Filler and Primer, or Sealer: Types as recommended by manufacturer.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Prior to commencing the work, thoroughly examine underlying and adjoining work, surfaces and conditions upon which the work is in any way dependent for perfect results.
- B. Make corrections to unsatisfactory conditions.

3.2 PREPARATION

- A. Remove surface contamination, loose or weakly adherent particles, laitance, grease, oil, curing compounds, paint, dust and debris by blast track method, or approved mechanical means (acid etch not allowed).
 - 1. Provide a minimum surface profile for the system specified in accordance with the methods described in ICRI No. 03732 to achieve CSP 4.
- B. Alkalinity and Adhesion Testing: Verify that concrete substrates have pH within acceptable range. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- C. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written instructions.
- D. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
- E. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written instructions.

3.3 PROTECTION OF EXISTING CONDITIONS

- A. Provide temporary stops, covers or other protective means during preparation stage and application of floor substrate pre-treatment to prevent oozing and splattering into areas or surfaces not indicated to receive floor substrate pre-treatment, and damage adjacent surfaces.
- B. Protect floor-wall line to avoid marring and splatters on wall surface. Apply protective means to wall surfaces at floor-wall line.
- C. Remove temporary protective measures upon completion of the flooring work.
- D. Before applying floor coating, obtain review and acceptance of substrate from manufacturer's field representative.

3.4 INSTALLATION

- A. Install resinous floor components over properly prepared concrete surface in strict accordance with manufacturer's directions.
- B. Maintain a slab temperature of 60°F to 80°F for 24 hours minimum before applying flooring.

- C. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.
- D. Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
 - 1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
 - 2. Apply flooring in number of applications indicated for flooring system and at spreading rates recommended in writing by manufacturer.
 - 3. Install the primer and/or base coats over thoroughly cleaned and prepared concrete.
 - 4. Apply primer over prepared substrate at manufacturer's recommended spreading rate.
 - 5. Install topcoat over flooring after excess aggregate has been removed.
- E. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
- F. At substrate expansion and isolation joints, comply with resinous flooring manufacturer's written instructions.
- G. Sealant: Saw cut resinous floor topping at expansion joints in concrete slab. Fill sawcuts with sealant prior to final seal coat application. Comply with manufacturer's written recommendations.
- H. Slip Resistant Finish: Provide grit for slip resistance.

3.5 CLEANING AND PROTECTION

- A. Upon completion of the work, clean up and remove surplus materials, tools, appliances, empty cans, cartons and rubbish resulting from the work. Clean and remove splatterings, drippings, and resulting stains.
- B. Protect work in accordance with manufacturer's directions from damage and wear during the remainder of the construction period. Use protective methods and materials, including temporary covering, recommended in writing by resinous flooring manufacturer.
- C. Protected flooring any traffic until it is fully cured to the satisfaction of the coating manufacturer.

3.6 REPAIRS AND CLEANING

- A. Remove excess and mis-applied floor coating materials from surfaces not designated to receive treatment.
- B. Do not permit traffic on surfaces after application. Allow traffic after floor coating material has had sufficient time to cure.
- C. Protect floor substrate from damage by subsequent construction operations.

- D. Repair damages, recoat flooring and perform other corrective measures for acceptance by Owner.
- E. Clean surfaces in accordance with manufacturer's instructions.

END OF SECTION 09 67 23

SECTION 09 90 00 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Surfaces to be painted include, but are not necessarily limited to:
 - 1. Existing steel railing
 - 2. Existing steel framing, in the freezer
- B. Do not paint pre-finished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

1.2 SUBMITTALS

- A. Product Data: For each paint system indicated. Include block fillers and primers.
 - 1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 - 2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and application.
- B. Samples for Selection: Submit manufacturer's color fan and chips for selection.

1.3 QUALITY ASSURANCE

- A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has a record of successful in-service performance.
- B. Source Limitations: Obtain primers for each coating system from the same manufacturer as the finish coats.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain storage containers in a clean condition, free of foreign materials and residue.
 - 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

1.5 PROJECT CONDITIONS

- A. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F (10 and 32 deg C).

- B. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.
- B. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 1. Benjamin Moore & Co. (Benjamin Moore).
 2. Farrell-Calhoun
 3. PPG Industries, Inc. (Pittsburgh Paints).
 4. Sherwin-Williams Co. (Sherwin-Williams).

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: Match existing

2.3 EXTERIOR PRIMERS

- A. Exterior Ferrous-Metal Primer: Factory-formulated rust-inhibitive metal primer for exterior application.
 1. Benjamin Moore; IronClad Alkyd Low Lustre Metal & Wood Enamel No. 163: Applied at a dry film thickness of not less than 1.3 mils (0.033 mm).
 2. Farrell-Calhoun: #1022 Rust Stop Primer.
 3. PPG Paints; Multiprime 4160 Tank and Structural Primer 4160-6120. Applied at a dry film thickness of not less than 2.0 mils
 4. Sherwin-Williams; Kem Kromik Universal Metal Primer B50NZ6/B50WZ1: Applied at a dry film thickness of not less than 3.0 mils (0.076 mm).
- B. Exterior Galvanized Metal Primer: Factory-formulated galvanized metal primer for exterior application.
 1. Benjamin Moore; IronClad Latex Low-Lustre Metal & Wood Enamel No. 363: Applied at a dry film thickness of not less than 1.6 mils (0.041 mm).
 2. Farrell-Calhoun: #235 100% Acrylic Latex Undercoater.

3. PPG Paints: Pitt-Tech Plus 4020 DTM Primer/Finish. Applied at a dry film thickness of not less than 2.2 mils
4. Sherwin-Williams; Galvite HS Paint B50WZ3: Applied at a dry film thickness of not less than 2.0 mils (0.051 mm).

2.4 INTERIOR PRIMERS

- A. Interior Ferrous-Metal Primer:
 1. Benjamin Moore; IronClad Latex Low-Lustre Metal & Wood Enamel No. 363: Applied at a dry film thickness of not less than 1.6 mils (0.041 mm).
 2. Farrell-Calhoun: #235 100% Acrylic Latex Undercoater.
 3. PPG Paints: Pitt-Tech Plus 4020 DTM Primer/Finish. Applied at a dry film thickness of not less than 2.2 mils
 4. Sherwin-Williams; Pro-Cryl Acrylic Universal Primer BW66A00310: Applied at a dry film thickness of not less than 3.0 mils (0.076 mm).

2.5 EXTERIOR FINISH COATS

- A. Exterior Semi-Gloss Acrylic Enamel for Ferrous and Other Metals: Factory-formulated full-gloss waterborne acrylic-latex enamel for exterior application.
 1. Benjamin Moore; Impervex Enamel High Gloss Metal & Wood Enamel No. 309: Applied at a dry film thickness of not less than 1.2 mils (0.031 mm).
 2. Farrell-Calhoun: # 2400 Line 100% Acrylic Latex Gloss.
 3. PPG Paints: Pitt-Tech Plus DTM 100% Acrylic Gloss Enamel 90-1310. Applied at a dry film thickness of not less than 2.0 mils.
 4. Sherwin-Williams; DTM Acrylic Coating Gloss (Waterborne) B66W100 Series: Applied at a dry film thickness of not less than 2.4 mils (0.061 mm).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, for compliance with requirements for paint application. Comply with procedures specified in PDCA P4.
 1. Make corrections to unsatisfactory conditions.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

3.2 PREPARATION

- A. General: Remove accessories, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations in each space or area, reinstall items removed

- B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
 - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime.
 - 2. Ferrous Metals: Clean and remove oil, grease, dirt, rust, loose mill scale, and other foreign substances.
 - a. Clean using methods recommended in writing by paint manufacturer, but not less than the following:
 - 1) SSPC-SP 2.
 - 2) SSPC-SP 3.
 - 3) SSPC-SP 11.
- D. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- F. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- G. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
 - 1. After completing painting, clean glass and paint-spattered surfaces.
 - 2. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

3.5 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage from painting.
- B. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- C. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
 - 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.6 EXTERIOR PAINT SCHEDULE

- A. Metals: Existing steel railing and pipe supports.
 - 1. 1 coat - primer.
 - 2. 2 coats - semi-gloss DTM acrylic enamel.

3.7 INTERIOR PAINT SCHEDULE

- A. Metals: Existing steel framing in freezer.
 - 1. 1 coat - primer.
 - 2. 2 coats - semi-gloss DTM acrylic enamel.
 - a. Follow paint manufacturer's total curing time, prior to subjecting to turning on the freezer. (SW requires minimum 30-days total curing time, prior to subjecting to freezing.)

END OF SECTION 09 90 00

SECTION 11 41 20 - WALK-IN COOLER-FREEZER

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes replacement of an existing damaged exterior walk-in cooler-freezer. The new replacement walk-in cooler-freezer unit shall be completely operational.
 - 1. The existing walk-in cooler-freezer is in use, and has food inventory. Provide temporary cooler-freezer units for use by the Owner to store existing inventory during replacement operations.
- B. Related Section:
 - 1. Section 01 53 29 - Temporary Cooler-Freezer Units, including Sequence of Work.

1.2 QUALITY ASSURANCE

- A. Single Source Responsibility: Walk-in cooler-freezer assembly and related components shall be provided by a single manufacturer.
 - 1. Material shall be new (latest model at time of delivery) and of first quality.
- B. Delegated Design: Design freezer-cooler assembly, supported by engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- C. Installer: Walk-in cooler-freezer assembly and related components shall be installed by manufacturer's authorized and trained installer.
 - 1. Equipment shall be installed in an undamaged condition.
 - 2. Where brands, materials, apparatus or equipment is specifically designated, no substitution shall be made without prior approval in writing.
- D. Equipment shall be constructed in strict compliance with standards of National Sanitation Foundation and shall bear the NSF label.
- E. Comply with state and local regulations.
 - 1. Freezer-cooler unit designed and constructed to withstand ASCE-7 wind speed of 140 mph.
- F. Walk-in cooler-freezer assembly shall meet Energy Code Standards.
- G. Electrical equipment shall be approved by Underwriter's Laboratories and bear UL label.
- H. Electrical components of equipment shall comply with the National Electric Code.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's specification sheets that includes equipment description, quantity, brand/model number, accessories.

- B. Shop Drawings: Submit scaled and dimensioned drawings plans, elevations, sections and details of unit.
 - 1. Mechanical equipment and controls.
 - 2. Electrical lighting.
- C. Delegated-Design Submittal: Design freezer-cooler assembly, supported by engineering analysis by a qualified professional engineer, indicating compliance with performance requirements and design data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Delegated Design: Freezer-cooler unit designed and constructed to withstand ASCE-7 wind speed of 140 mph.
- D. Close-out - Operating and Maintenance Manuals: 3 bound sets, consisting of operating instructions, warranty cards/certificates and parts manuals on equipment in loose leaf hard cover binders. Organize manuals with table of contents and index tabs for each type of information.

1.4 PROJECT CONDITIONS AND COORDINATION

- A. Existing Dimensions: Field verify dimensions of existing slab existing and wall opening.
- B. Existing Services: Coordinate locations of existing rough-ins of services; verify voltage, conductor sizes and other service attributes.

1.5 WARRANTIES

- A. Contractor shall provide a one (1) Year Warranty from date of Substantial Completion. Warranty shall cover replacement of defective material, transportation and labor, but does not include costs of replacement parts and labor caused by Owner's carelessness or misuse of equipment.
- B. An additional four (4) year warranty (labor included) shall be provided on all refrigeration compressors. Contractor shall provide a reputable and qualified service agency, located within fifty (50) miles of Project site, to provide immediate service for all refrigeration equipment.

PART 2 - PRODUCTS

2.1 WALK-IN COOLER-FREEZER

- A. Manufacturer and Representative/Installer: One of the following, or approved equal:-
 - 1. Basis-of-Design: New replacement unit by
Hussmann Service Corporation dba Southern Refrigeration
504-838-8321
324 Alameda Road
St. Rose, LA 70087
 - 2. New replacement unit of same manufacturer of the existing walk-in cooler-freezer.
KolPak
980 S. Isabella Road

Mount Pleasant, Michigan 48858
Phone 800-733-8948
www.kolpak.com

Manufacturer's local Representative:
Larry Delahoussaye
504-733-3344
Wallin Foodservice Resources
5820 River Oaks Road South
Elmwood, LA 70123

- B. Description: The existing unit is of a much older design and replacement of damaged components is no longer available. According to the manufacturer, an entire new replacement walk-in cooler-freezer unit is required.
1. The new replacement unit shall match the existing unit in type, planning and layout, operation and as follows:
 - a. Construction: Pre-fabricated modular insulated wall panel and ceiling construction for exterior; designed and constructed to allow for fast and easy field assembly, relocation, and modification by addition of modular panels.
 - 1) Opening and door assemblies complete with hardware.
 - 2) Cooling-freezing equipment and controls, lighting.
 - 3) Include roofing system for exterior placement of unit.
 - a) Roof system secured to roof of cooler-freezer unit, to comply with ASCE 7 wind speed of 140 mph.
 - b. Size: length x width x height to match existing.
 - c. Layout: Plan layout and openings shall match the existing unit.
 - d. Roofing, watertight construction.
 - e. Existing shelving and racks shall be re-used.
 2. Refer to Drawings for additional and specifications information.

PART 3 - EXECUTION

3.1 DEMOLISH EXISTING COOLER-FREEZER UNIT

- A. After temporary cooler-freezer units are installed and operational, coordinate and allow Owner to relocate stored inventory to the temporary cooler-freezer.
- B. Salvage and Re-use: Certain existing items in the existing cooler-freezer shall be salvaged, stored and re-installed at the new cooler-freezer:
 1. Storage racks and shelving
 2. Light fixtures
 3. Other items indicated in the Drawings
- C. Selectively demolish entire existing cooler-freezer down to the existing concrete slab and foundation that is to remain.
 1. Provide protection and prevent damage to the existing concrete slab and foundation, and related construction.

3.2 PREPARATION

- A. Existing slab & Foundation: Clean and prepare existing slab. Apply floor coating specified in Division 9.
- B. Examine underslab vents. Provide compressed air to clear and clean these lines.

3.3 ERECTION OF NEW REPLACEMENT WALK-IN COOLER-FREEZER UNIT

- A. Erect new replacement walk-in cooler-freezer assembly components and equipment.
- B. Provide anchorage to building slab to comply with wind load requirements.
- C. Coordinate with building construction at wall opening.
- D. Roofing: Roofing and related sheet metal by manufacturer. Provide raised roof curb and flashing to abutting building wall, and flashing and trim with building wall panels. Construct these transition and interfacing construction to be weathertight.
- E. Remove debris and clean units immediately upon completion.
- F. Relocate/move back shelving, racks, light fixtures, and other salvage items back into the new cooler-freezer unit.

3.4 TESTING ADJUSTING AND DEMONSTRATION

- A. Test and confirm that cooler-freezer is operational and in working condition prior to demonstration.
- B. Schedule demonstration and training, to provide full instructions to Owner's designated representative on proper methods of care, operation and maintenance.
 - 1. Operating and Maintenance Manuals instructions, shall be presented before or at at this time.

3.5 CLEANING OF EQUIPMENT

- A. Remove debris and clean equipment and area immediately upon completion of Work in the area,

END OF SECTION 11 41 20