Project Manual

For

AHU REPLACEMENT AT SYLVANIE WILLIAMS ELEMENTARY SCHOOL

At

SYLVANIE WILLIAMS ELEMENTARY SCHOOL

In

New Orleans, Louisiana

RSD PROJECT # 2011-0876-0001

State of Louisiana
Department of Education
Recovery School District

Prepared by:

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126 EAST AMITE STREET
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JUNE 8, 2012

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Department of Education

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the Department of Education by the Purchasing and Contract Section, 1201 North Third Street, Claiborne Office Building, Fifth Floor - Suite 5-242, Baton Rouge, LA 70802, or Post Office Box 94064, Baton Rouge, Louisiana 70804-9064 until **2:00 P.M on August 28, 2012.**

Bids will be publicly opened and read aloud at that time, and a tabulation will be made for consideration by the Owner in awarding the Contract.

Bids received after the above-designated date and time will not be opened and will be rejected.

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

FOR: **AHU Replacement at Sylvanie Williams Elementary School**
3127 Martin Luther King Jr. Boulevard
New Orleans, LA 70125

PROJECT NUMBER: **2011-0876-0001**

Complete Bidding Documents may be obtained from:

IMS Engineers, PA
126 East Amite Street
Jackson, MS 39201

PHONE: 601-968-9194

upon deposit of **$100.00** for each set of documents. Deposit on the first two sets are fully refundable to all bona fide prime Bidders upon return of the documents, in good condition, no later than ten (10) days after receipt of bids. **Fifty percent of** the deposit of all other sets of documents will be refunded upon return of documents as stated above.

All Bids must be accompanied by bid security equal to five percent (5%) of the sum of the Base Bid and all Alternates, and must be in the form of a certified check, cashier's check or Department of Education Bid Bond Form written by a surety company licensed to do business in Louisiana, signed by the surety's agency or attorney-in-fact. Surety must be listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the Bond, or must be a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the amount of the Bond may not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide. The Bid Bond shall be in favor of the Department of Education, and shall be accompanied by appropriate power of attorney. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.

The successful Bidder shall be required to furnish a Performance Bond and a Payment Bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana. If the Surety is not listed on the Treasury

List, and has less than an "A-"rating (as shown in the latest edition of A.M. Best's Key Rating Guide) the maximum Contract amount for which that Surety may provide a Bond is $500,000.00 (Five Hundred Thousand Dollars), or fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance), whichever is less. If the Surety is not listed on the Treasury List, and has at least an "A-" rating or better (as shown in the latest edition of A.M. Best's Key Rating Guide), the maximum Contract amount for which that Surety may provide a Bond is fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact, and shall be in favor of the State of Louisiana, Department of Education.

A PRE-BID CONFERENCE WILL BE HELD
9:00 AM on Wednesday August 8, 2012 at Sylvanie Williams Elementary School,
3127 Martin Luther King Jr Boulevard, New Orleans, LA 70125

Attendance at this conference is not required but Bidders are advised that they will be required to state on the Bid Form that they have personally inspected and are familiar with the Project site located at **3127 Martin Luther King Boulevard, New Orleans, LA 70125.**

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2163 for the classification of **Classification 1 – Building Construction**. Bidder is required to comply with provisions and requirements of LA R.S.38:2212 (A) (1) (c). 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.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212 (A) (1)(b), the provisions and requirements of this Section, those stated in the advertisement bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

NOTICE OF PUBLIC FUNDING:

Notice is hereby given that this Project is to be financed by bonds which are required to be sold after receipt of the Bids on the Contract, OR is to be financed in whole or in part by federal or other funds which will not be readily available at the time the Bids are received. As a result, pursuant to La. R.S. 38:2215, the Owner is exempt from the requirement of acting to award the Contract or reject all Bids within thirty (30) calendar days of receipt of the Bids. Pursuant to this Statute, the Owner specifically reserves the right to hold all Bids for greater than thirty (30) calendar days.

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

INCORPORATION OF INSTRUCTIONS TO BIDDERS INTO ADVERTISEMENT FOR BIDS

The Instructions to Bidders contained in the Bid Documents (referenced above), and all requirements contained therein, are incorporated into this Advertisement for Bids as if completely set forth herein.

STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
JOHN WHITE – SUPERINTENDENT

LOUISIANA DEPARTMENT OF EDUCATION
INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to achieve Substantial Completion of the entire Work that is the subject of the Contract Documents within the time set forth in the Agreement Between the Owner and the Contractor, AIA Document A101, as modified by the Owner, which is **One Hundred Sixty (160)** consecutive calendar days, subject to adjustment of this Contract Time as may be provided in the Contract Documents. Bidder acknowledges and agrees that this Contract Time will commence on the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder acknowledges and agrees that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if the Project is not Substantially Complete and the Punch List is not completed within the time set forth in the Contract Documents. The Bidder further acknowledges and agrees that the Contractor's failure to achieve Substantial Completion and failure to complete the Punch List within the Contract Time, as set forth in the Contract Documents, shall result in the imposition of Liquidated Damages upon the Contractor. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount of **$1,000.00** per calendar day, for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time set forth in the Contract Documents. In addition, the Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount of 200% of the daily rate stated above, or **$2,000.00** per calendar day, for each calendar day (Saturdays, Sundays, and legal holidays included) that the Contractor fails to complete the Punch List beyond forty-five (45) days from the date of Substantial Completion.

ARTICLE 1
DEFINITIONS

1.1 The Bidding Documents include the following:

Advertisement for Bids
Instructions to Bidders
Bid Form
Bid Bond
Agreement Between Owner and Contractor, AIA Document A101, 2007 Edition, as Modified by the Owner, including its Exhibits
General Conditions of the Contract for Construction, AlA Document A201, 2007 Edition, as Modified by the Owner
Supplementary Conditions
Sales Tax Exemption Agreement
Notice to Proceed
Performance Bond
Payment Bond
Affidavits of Contractor
All Documents Required by the Bidding Documents and Contract Documents to be Executed
User Agency Documents (if applicable)
Change Order Form
Partial Occupancy Form
Recommendation of Acceptance
Asbestos Abatement (if applicable)

Other Documents (if applicable)
Specifications & Drawings
Addenda issued during the bid period and acknowledged in the Bid Form

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AlA Document A201, or in other Contract Documents are applicable to the Bidding 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 Bidding 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 Bidding Documents.

1.5 Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described as the Base, to which work may be added, or deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding 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, regardless of discipline.

ARTICLE 2
PRE-BID CONFERENCE

2.1 A Pre-Bid Conference shall be held at the project site at least 10 days before the date for receipt for bids. The Architect shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the Owner and shall invite in writing all who have received sets of the Bidding Documents to attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Contract Documents, and to receive comments and information from interested Bidders.

2.2 If the Pre-Bid Conference is stated in the Advertisement for Bids to be mandatory, then all Bidders must attend the Pre-Bid Conference. In that case, Bids shall be accepted only from those Bidders who attend the Pre-Bid Conference; Contractors who are not in attendance for the **entire** Pre-Bid Conference will be considered to have NOT attended. All Bidders must also visit the Project site, located at **Sylvanie Williams Elementary School, 3127 Martin Luther King Jr. Blvd, New Orleans, LA 70125**, and in the case of a mandatory Pre-Bid Conference, must do so prior to the Pre-Bid Conference. Bidders must sign the attendance sheet that will be provided at any mandatory Pre-Bid Conference, and also certify that they have visited the Project Site, or be disqualified from bidding.

2.3 In the event Bidders combine with other Bidders to form Joint Ventures to Bid on this Project, and in the event of a mandatory Pre-Bid Conference, a representative of each member of the Joint Venture must attend the Pre-Bid Conference.

2.4 Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall be documented in an Addendum to the Contract Documents, and shall not be valid unless included in an Addendum.

ARTICLE 3
BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

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

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

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

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

3.2 The Bidder must hold a valid and current Louisiana contractor's license. The Bidder must also be fully qualified under any and all applicable licensing and other laws governing Contractors in effect at the time and at the location of the Work, as of the date the Bids are submitted, and continuing through the completion of the Project. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable. Note that the Contractor must be licensed regardless of the Contract Sum.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly qualified and licensed in accordance any and all applicable licensing and other laws governing Contractors in effect at the time and at the location of the Work, as of the date the Bids are submitted, and continuing through the completion of the Project.

ARTICLE 4
BIDDING DOCUMENTS

4.1 Copies

4.1.1 Bidding Documents may be obtained from the Architect for a deposit as stated in the Advertisement for Bids. The deposit will be refunded as stated in the Advertisement for Bids. No deposits will be refunded on Bidding Documents returned later than ten days after receipt of Bids.

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

4.1.3 The Owner or Architect in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

4.2 Interpretation or Correction of Bidding Documents

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

4.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect, which must be received by the Architect at least ten days prior to the deadline for submission of Bids.

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

4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, character, type, style, function, dimension, and appearance desired. Equivalent products will be acceptable, as stated in La. R.S. 38:2212.F. It shall be the responsibility of the Architect to determine if a proposed substitution is equivalent. No substitutions shall be allowed after bidding, except as may be provided in the Contract Documents.

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) working days prior to the deadline for submission of Bids. (La. R.S. 38:2295.C) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the Proposer to include in his proposal all changes required of the Contract Documents if the proposed substitution is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

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

4.4 Addenda

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

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

4.4.3 Except as described herein, Addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of Bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an Addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of Bids, then the opening of Bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. The Owner shall be consulted prior to issuance of such an Addendum and the Owner's approval shall be required before such Addendum is issued. In this circumstance, the revised time and date for the opening of Bids shall be stated in the Addendum.

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

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

ARTICLE 5
BIDDING PROCEDURE

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the forms provided in the Bidding Documents.

5.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink, and written in English.

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

5.1.3.1 Bidder shall comply with La. R.S. 38:2212(A)(1)(b)(ii)(aa) and 38:2212(A)(3)(c)(ii) regarding unit prices, which provides, in pertinent part: ***unit prices shall not be utilized for the construction of building projects, unless the unit price is incorporated into the base bid***.

5.1.4 Any interlineation, alteration, modification, erasure or change of any kind on the Bid Form must be initialed by the signer of the bid.

5.1.5 Bidders shall provide all requested information on Alternates, should such be required in the Bid Form. Failure to submit requested information on Alternates will render the Bid nonresponsive to the Bidding Documents, and shall result in its rejection.

5.1.6 Bidder shall make no stipulations on the Bid Form nor qualify his Bid in any manner.

5.1.7 The Bid shall include the legal name of Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. If someone other than a corporate officer signs for the Bidder, a copy of a corporate resolution or other signature authorization shall be required for submission of the Bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the Bid, unless the Bidder has complied with the requirements of La. R.S. 38:2212(A)(1)(c) or La. R.S. 38:2212(O).

The authority of the signature of the person submitting the Bid shall be deemed sufficient and acceptable under any one of the following conditions:

(a) Signature on Bid is that of any corporate officer or member of a partnership or partnership in commendam listed on most current annual report on file with Secretary of State.

(b) Signature on Bid is that of authorized representative of corporation, partnership, or other legal entity and Bid is accompanied by corporate resolution, certification as to the corporate principal, or other documents indicating authority.

(c) Corporation, partnership, or other legal entity has filed in the records of the Secretary of State, an affidavit, resolution or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.

(d) If Bid is from a limited liability company, the Bid Form shall be executed by the Managing Member, whose title and authority shall be indicated by company report, resolution, certification or other documents indicating authority.

(e) If Bid is from a Joint Venture, the Bid Form shall be executed by a duly authorized representative of the Joint Venture, as indicated by a resolution, certification or other documents indicating authority.

(f) A Bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.

5.1.8 All Bidders shall indicate their name and Louisiana contractor’s license number on the Bid envelope and on the Bid Form.

5.1.9 The Bidder’s notation of his Louisiana contractor’s license number and his licensed name above his signature on the Bid Form shall constitute certification by that Bidder that he is a duly authorized Louisiana licensed Contractor under La. R.S. 37:2150 *et seq.*

5.1.10 Bidder shall be in good standing with the State of Louisiana, and shall be authorized to do business in the State of Louisiana, as evidenced by the records of the Louisiana Secretary of State, at the time the Bids are submitted and continuing through the completion of the Project.

5.2 Bid Security

5.2.1 No Bid shall be considered or accepted unless the Bid is accompanied by bid security in an amount of not less than five percent (5%) of the Base Bid plus all Alternates.

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

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the Contract according to the terms of his Bid, enter into the Agreement with the Owner for the Work, and that Contractor shall execute such Agreement and all other Contract Documents requiring execution within ten (10) days after written notice that the instrument is ready for his signature. Bid Security furnished by the Contractor shall further guarantee that Contractor will furnish Performance and Payment Bonds as required by these Instructions and the Contract Documents. Should the Bidder fail or refuse to enter into such Agreement or fail or refuse to furnish said Performance or Payment Bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, which shall not be considered a penalty.

5.2.2 The Owner will have the right to retain the bid security of Bidders until the later of: (a) the Agreement with the Owner and all other Contract Documents requiring execution have been executed and Performance and Payment Bonds have been furnished; or (b) the specified time provided in the law and/or the Bidding Documents has elapsed so that bids may be withdrawn; or (c) all bids have been rejected.

5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall contain the following identifying information on its outside: the name of the Project, and the name, address, and Louisiana contractor's license number of the Bidder.

The envelope shall contain **only one Bid Form** 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 Department of Education at the appointed place and prior to the announced time for the opening of Bids. Late delivery of a Bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the Bid.

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

Ms. Leslie Jewell
Department of Education
Purchasing and Contract Section
P.O. Box 94064
Baton Rouge, LA 70804-9064

Bids sent by express delivery shall be delivered to:

Ms. Leslie Jewell
Department of Education
Purchasing and Contract Section
Claiborne Building, Suite 5-242
1201 North 3rd Street
Baton Rouge, LA 70802

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

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

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

5.4 Modification or Withdrawal of Bid

5.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder for a period of thirty (30) days after the deadline established in the Advertisement for Bids for receipt and opening of the Bids, and Bidder so agrees in submitting his Bid, except under the provisions of La. R.S. 38:2214.C., which states, in part, "Bids containing patently obvious, unintentional, and substantial mechanical, clerical or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the bid opening excluding Saturdays, Sundays and legal holidays".

5.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn, but only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

5.4.3 Except as provided in La. R.S. 38:2214, withdrawn bids may be resubmitted up to the time and date designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.

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

ARTICLE 6
CONSIDERATION OF BIDS

6.1 Opening of Bids

6.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the Base Bids and Alternates, if any, will be made available to Bidders.

6.2 Rejection of Bids

6.2.1 The Owner shall have the right to reject any or all bids for just cause. The Owner shall reject any Bids not accompanied by the required bid security. The Owner shall reject any Bids not accompanied by any data or other documents required by the Bidding Documents, or that are incomplete or irregular in any way. The Owner shall reject any Bids that are nonresponsive to the requirements of the Bidding Documents.

6.2.2 The Owner shall have the right to disqualify any Bidder who is determined to be not responsible, as provided in La. R.S. 38:2212.J.

6.2.3 In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under Laws governing public

contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of chapter 17 of this title.

In accordance with the provisions of R.S. 38:2212.8, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

6.3 Acceptance of Bid

6.3.1 In accordance with La. R.S. 38:2212(A)(1)(a), the Contract shall be awarded to the lowest responsive and responsible Bidder.

6.3.2 Any Bid shall include no more than three alternates. An alternate bid by any other name is still an alternate. 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 shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

ARTICLE 7
POST-BID INFORMATION

7.1 Submissions

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

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

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

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

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

7.1.2 The Contractor will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

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

7.1.3 Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner and the Architect.

7.1.4 The lowest responsive and responsible Bidder shall submit to the Architect and the Owner prior to award of the Contract a letter/letters from the manufacturer stating that the manufacturer will issue the roof system guarantee complying with the requirements of the Department of Education based on the specified roof system and include the name of the applicator acceptable to the manufacturer at the highest level of certification for installing the specified roof system. This manufacturer shall be one that is named in the specifications or that has an equivalent product and has received approval in accordance with the procedures identified herein and in the Contract Documents for substitutions.

7.1.5 All post bid submissions shall be furnished by the low bidder within ten calendar days after the bid opening.

ARTICLE 8
PERFORMANCE BOND AND PAYMENT BOND

8.1 Bonds Required

8.1.1 The Contractor shall furnish and pay for a Performance Bond and a Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the Surety's agent or attorney-in-fact, each in an amount equal to 100% of the Contract amount. The Bonds shall be in favor of the State of Louisiana, Department of Education.

8.1.2 In order to be qualified to underwrite a Performance Bond and a Payment Bond securing the Contract, the Surety must be currently listed on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the Contract amount, OR must be an insurance company domiciled in Louisiana. If the Surety is not listed on the Treasury List, and has less than an "A-" rating (as shown in the latest edition of A.M. Best's Key Rating Guide) the maximum Contract amount for which that Surety may provide a Bond is $500,000, or fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance), whichever is less. If the Surety is not listed on the Treasury List, and has at least an "A-" rating or better (as shown in the latest edition of A.M. Best's Key Rating Guide), the maximum Contract amount for which that Surety may provide a Bond is fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance)

8.2 Time of Delivery and Form of Bonds

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

8.2.2 Bonds shall be written on the AIA Forms, as revised by the Owner, furnished by the Department of Education, entitled PERFORMANCE BOND and PAYMENT BOND, copies of which are included in the Bidding Documents.

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

8.2.4 If at any time a Surety on any such Bond is declared bankrupt or loses its right to do business in the State in which the Work is to be performed or is removed from the list of Surety companies accepted on Federal Bonds, the Contractor shall, within two (2) calendar days of becoming aware of same, notify the Owner of such event, and within five (5) calendar days of becoming aware of same, substitute an acceptable Bond in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums of such Bond shall be paid by the Contractor. No further payment by the

Owner to the Contractor shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished an acceptable Bond to the Owner.

8.2.5 Every Bond under this Paragraph must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond.

.1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents, other than any change in Work which exceeds twenty (20%) percent of the Contract Sum. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the surety of such matters is hereby waived.

.2 Surety further agrees that in the event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default. Such notice of default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Owner.

.3 Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner as their interests may be given.

.4 Surety agrees that it is obligated under the bond for payment of any liquidated damages owed to the Owner by Contractor.

8.2.6 The Surety shall be bound *in solido* with the Contractor. The executed bonds, together with the bonding agent's power of attorney, shall be furnished to the Owner along with executed Contract Documents and the number of copies reasonably required by him. The Contractor shall deliver the required bonds to the Owner not later than the date of execution of the Contract Documents.

8.2.7 Additional performance and payment bonds may be required by the Owner, in the Owner's sole discretion from any Subcontractor whose Subcontract exceeds ONE HUNDRED THOUSAND ($100,000.00) DOLLARS. The Owner shall pay for any premiums charged for obtaining required Subcontractor bonds by executing a Change Order which shall increase the Contract Sum in an amount equal to such premiums. All such bonds shall be in form and substance satisfactory to the Owner in the Owner's sole judgment.

ARTICLE 9
FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be Agreement Between Owner and Contractor, AIA Document A101, 2007 Edition, as Modified by the Owner, including its Exhibits, a copy of which is included in the Bidding Documents.

9.2 Award

9.2.1 In accordance with Louisiana Law the successful Bidder shall deliver the fully executed Non-Collusion Affidavit, a copy of which is included in the Bidding Documents, simultaneous with the execution of the Contract.

9.2.2 When this Project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. Issuance by the State of a Notice of Intent to Award, or of a Notice of Award, to the Contractor, shall create ***absolutely no*** obligation of the State to the Contractor. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

9.2.3 In accordance with Louisiana Law (La. R.S. 38:2227), the successful Bidder shall deliver the fully executed Attestation Clause (Past Criminal Convictions of Bidders) form, a copy of which is included in the Bidding Documents, simultaneous with the execution of the Contract. The Attestation Clause form is NOT REQUIRED to be included with the bid form.

9.2.4 In accordance with LA. R.S. 38:2212.20, all Bidders shall complete and submit the fully executed Affidavit Regarding E-Verify, which shall be sworn to before a Notary Public, and shall attest that Bidder is registered and participates in the E-Verify status verification system, in order to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens. Said Affidavit Regarding E-Verify is not required to be submitted with the Bid, but shall be submitted to the Owner within ten (10) days after the opening of the Bids.

9.2.4.1 Bidder understands and agrees that, if awarded the Contract, Bidder shall continue, during the term of the Contract, to utilize the E-Verify status verification system, in order to verify the legal status of all new employees in the state of Louisiana.

9.2.4.2 Bidder further understands and agrees, if awarded the Contract, Bidder shall require all subcontractors to submit to Bidder a sworn affidavit attesting that the subcontractors are registered and participate in the E-Verify status verification system, in order to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens, and that the subcontractors, during the term of the contract, shall utilize the E-Verify status verification system to verify the legal status of all new employees in the state of Louisiana.

ARTICLE 10
NOTICE OF PUBLIC FUNDING

10.1 Notice of Public Funding and Impact on Contract Award

10.1.1 All Bidders are hereby notified that this Project is to be financed by bonds which are required to be sold after receipt of the Bids on the Contract, OR is to be financed in whole or in part by federal or other funds which will not be readily available at the time the Bids are received. As a result, pursuant to La. R.S. 38:2215, the Owner is exempt from the requirement of acting to award the Contract or reject all Bids within thirty (30) calendar days of receipt of the Bids. Pursuant to this Statute, the Owner specifically reserves the right to hold all Bids for greater than thirty (30) calendar days.

10.1.2 To be awarded a contract the bidder must be eligible to receive a contract under the Community Development Block Grant Program as determined by the Federal Government's Excluded Parties List. Prior to the contract award the successful bidder will be required to provide the names of the names of the company's principals and their titles in addition to its name, address and telephone number.

10.1.3 It will be the responsibility of the Contractor to verify subcontractor eligibility based on factors such as past performance, a yellow page listing, proof of liability insurance, possession of a federal ID tax number, debarment, and state licensing requirements. The prime contractor may use the web site: http://epls.arnet.gov/ to determine if a subcontractor has been debarred at the federal level.

ARTICLE 11
LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATION FORMS: SPECIAL EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS AND FEDERAL LABOR STANDARD PROVISIONS

11.1 All Bidders are hereby notified that this Project may be financed in full or in part by funds from the Louisiana Community Development Block Grant ("CDBG") Program. All Bidders and all Successful Bidders to whom the Contract is awarded must fully and completely comply with all requirements for Projects funded with CDBG Funds. Those requirements are set forth in the documents entitled "CDBG Compliance Provisions for Construction Contracts" and the "Louisiana Department of Education Equal

Opportunity Forms For Projects Funded with Funds from the Louisiana CDBG Program," all of which are included in the Bidding Documents.

11.2 The successful Bidder, within ten (10) calendar days of the date of the Notice of Intent to Award the Contract, shall fully complete and submit to the Owner for review and approval the forms listed below, all of which are included in the Bidding Documents in the packet entitled "Louisiana Department of Education Equal Opportunity Forms For Projects Funded with Funds from the Louisiana CDBG Program." No Contract shall be executed between the Owner and the Successful Bidder before these forms are submitted to the Owner and reviewed and approved by the Owner. The required forms are:

11.2.1 The Certification of Bidder Regarding Equal Employment Opportunity;

11.2.2 Certification of Bidder Regarding Section 3 and Segregated Facilities; and

11.2.3 Contractor Section 3 Plan Format with Tables A and B

11.3 Bidders are not required to submit the Forms identified in Section 11.2 above with their Bids,

11.4 Additionally, before any Subcontractor commences any Work on the Project, the Successful Bidder shall cause all Subcontractors and Proposed Subcontractors to fully complete and submit to the Owner for review and approval the forms listed below, all of which are included in the Bidding Documents in the packet entitled "Louisiana Department of Education Equal Opportunity Forms For Projects Funded with Funds from the Louisiana CDBG Program." The required forms are:

11.4.1 Certification of Proposed Subcontractor Regarding Equal Employment Opportunity; and

11.4.2 Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities.

11.4.3 Contractor Section 3 Plan Format with Tables A and B (which requires information on Subcontractors).

11.5 Bidders are not required to submit the Forms identified in Section 11.4 above with their Bids.

11.6 All Bidders are specifically advised that any persons, firm, or other party to whom it is proposed to award a Subcontract under this Contract must be acceptable to the Owner, and will be subject to verification by the Louisiana Division of Administration of the current eligibility status on the Excluded Parties List System.

END OF INSTRUCTIONS TO BIDDERS

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO:
Department of Education
Purchasing and Contract Section
P.O. Box 94064
Baton Rouge, LA 70804-9064

BID FOR:
AHU Replacement at Sylvanie Williams Elementary School
3127 Martin Luther King Jr. Boulevard
New Orleans, LA 70125
Project Number: 2011-0876-0001

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: **IMS Engineers, PA and dated: June 8, 2012**.

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 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A _____ Dollars ($ N/A _____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A _____ Dollars ($ N/A _____)

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

N/A _____ Dollars ($ N/A _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

_____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

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

BID BOND

FOR

LOUISIANA DEPARTMENT OF EDUCATION PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That_____of_____, as Principal, and_____, as Surety, are held and firmly bound unto the State of Louisiana, Department of Education (Obligee), in the full and just sum of **five (5%) percent of the total amount of Principal's Bid, including all alternates**, submitted to the Louisiana Department of Education for the Contract described herein below, in lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

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

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

_____

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within the time specified in the Bidding Documents, enter into the Contract in writing **and** give a good and sufficient Payment Bond and Performance Bond to secure the performance of the terms and conditions of the Contract with Surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

_____	_____
PRINCIPAL (BIDDER)	SURETY
BY: _____	BY: _____
AUTHORIZED SIGNATORY	AGENT OR ATTORNEY-IN-FACT (SEAL)
Print Name: _____	Print Name: _____
Date Signed: _____	Date Signed: _____

STATE OF LOUISIANA
PARISH OF _____

PROJECT NO._____
NAME: _____
LOCATION:_____

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared _____ (hereinafter "Affiant"), the duly authorized and lawful representative of _____, who, being by me first duly sworn deposed, testified under oath that he has read this Affidavit and does hereby agree to comply with all provisions herein , and affirms under oath as follows:

PART I

Louisiana Revised Statutes, Title 38, Section 2224:

(1) That Affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public Contract between _____ and the State of Louisiana, Department of Education, Recovery School District, under which Affiant has or will receive payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public Contract were in the regular course of their duties for Affiant; and

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

PART II

Louisiana Revised Statutes, Title 38, Section 2190:

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

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

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

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 201___.

_____ AFFIANT

_____ NOTARY

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

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

THE OWNER:
(Name and address)

THE ARCHITECT:
(Name and address)

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.

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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 Bidding Documents, as listed in the Instructions to Bidders, including, without limitation, the advertisement or invitation to bid, Instructions to Bidders, all sample forms included in the Project Manual,, all completed forms submitted by the Contractor as required by the Instructions to Bidders, the Contractor's Bid Package/Proposal, other information furnished by the Owner in anticipation of receiving bids or proposals, and Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Contractor and the Owner's representative; (3) between the Owner and a Subcontractor or a Sub-subcontractor, (4) between the Owner and the Architect or the Architect's consultants or (5) 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 and certify termination of the Agreement under Section 14.2.2. Unless explicitly stated otherwise in Section 6.1 of the Agreement, the Architect will serve as the Initial Decision Maker.

§ 1.1.9 PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the Bidding Documents, the bidding requirements, the Advertisement for Bids, the Instructions to Bidders, sample forms, the Agreement, the Conditions of

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the Contract and Specifications. The Project Manual may exist in electronic format only, or in paper format, or both.

§ 1.1.10 DAYS
All references to days in the Contract Documents shall mean calendar days, and not business days.

§ 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 to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

(Paragraphs deleted)
§ 1.2.2 In the event of any conflict among the Contract Documents, the provisions with the more stringent requirements requiring the better quality or greater quantity of the Work shall be estimated upon and provided. If application of the preceding sentence is not sufficient to resolve the conflict, then the following sentence shall also be applied: the more specific and more detailed descriptive information shall take precedence over the general and less detailed descriptive information. Any work, labor, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce a functionally complete Project or Work or part thereof shall be supplied by the Contractor whether or not specifically stated in the Contract Documents. In the case of uncertainty or doubt, the Contractor shall promptly request, in writing, clarification from the Architect. The Contractor shall request such clarification in sufficient time to avoid delays and additional costs, in accordance with the provisions of Section 4.2.11

§ 1.2.3 Any references in the Contract Documents to standard specifications, manuals, or codes of any technical society, organization, or association or to the laws, statutes or regulations of any governmental body, whether such reference is specific or by implication, shall mean those in effect on the date and time of the opening of the bids, or, in the absence of bids, those in effect on the date the Agreement is executed.

§ 1.2.4 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.

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

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

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of

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Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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 adjustments in the Contract Sum or Contract Time. Adjustments in the Contract Sum and/or adjustments in the Contract Time shall require the express written approval of the Director of Capital Improvements, Recovery School District, Louisiana Department of Education. 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. All communications and notices required in the Contract Documents to be given to the Owner, whether written or oral, shall also be given, at the same time and in the same manner, to the Owner's representative.

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

(Paragraph deleted)

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

§ 2.2.3 The Owner may, but is not required to, furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Any such surveys provided by the Owner are for reference only, and the Owner shall not be liable for the accuracy of any of the information contained therein. The Contractor is responsible for and shall obtain, in advance of performing any Work, its own surveys, and shall obtain and use in the performance of the Work any and all surveys that are necessary for the safe and accurate completion of the Work.

§ 2.2.4 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.

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work, or any portion thereof, 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, or any portion thereof, in accordance with the Contract Documents, or fails or refuses to provide a sufficient amount of properly skilled, supervised and coordinated labor, materials, or equipment so as to complete the Work, or any portion thereof, within the Contract Time, 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. Stoppage of the Work, or any portion thereof, by the Owner pursuant to this Section shall not give rise to a claim by the Contractor for delay or for any extension of the Contract Time.

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§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work, or any portion thereof, in accordance with the Contract Documents and fails within a ten-day period after receipt of written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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 payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 OWNER'S RIGHT TO AUDIT AND REQUIRE RECORD RETENTION

2.5.1 The Contractor shall keep full and accurate records of all costs incurred and items invoiced in connection with the Work, and shall keep and maintain all records related to this Project, for a period of five (5) years after Final Payment, or five (5) years after Grant close-out, as described further in Section 3.23.2 below, whichever is longer. Such records shall be open to audit by the Owner or its authorized representatives, and the Legislative Auditor for the State of Louisiana during the performance of the Work and during the referenced five (5) year period.

2.5.2 For Projects that are funded in full or in part with Federal or State funds, the Contractor shall maintain all records associated with said Project for five (5) calendar years after the Federal or State Grants associated with said Project have been closed by the respective Grantor agency. Due to the possibility of multiple funding streams for a single Project, the Contractor may be subject to multiple Grant close-out periods. The Grantor agency will notify the Owner when close-out is complete. The Owner will then notify the Contractor when close-out is complete and when the five (5) year retention period or periods commence.

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 licensed and authorized to do business in the State and Parish where the Project is located. The requirements to be licensed and authorized to do business in the State and Parish where the Project is located shall apply to every General Contractor doing business with the Owner, regardless of the size of the Project/Contract Sum. 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 any of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract, by activities of the Owner, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. Quality control (i.e. ensuring compliance with the Contract Documents) is the responsibility of the Contractor. Any testing, observations and/or inspections that the Owner may, at its option, choose to perform for quality assurance (i.e. to ascertain compliance with the Contract Documents) or other purposes are solely for the benefit of the Owner, and do not relieve the Contractor of any of its obligations.

§ 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. Execution of the Contract by the Contractor is a further representation that Contractor thoroughly understands the intent and purpose of the Contract Documents and their requirements.

§ 3.2.2 The Contractor is solely responsible for providing a safe place for the performance of the Work. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or for any improvements located on the site. Contractor shall comply with the provisions of the Louisiana Underground Utilities and Facilities Damage Prevention Law, La. R.S. § 40:1749.11 et seq., prior to performing any portion of the Work which may require excavation, including but not limited to pile driving, digging, auguring, boring, backfilling, dredging,

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compressing, plowing-in, trenching, ditching, tunneling, land leveling, grading and or mechanical probing. Damage to underground utilities caused by Contractor or anyone performing work for or on behalf of Contractor shall be repaired at Contractor's sole cost and expense. Such damage must be reported immediately to the Architect and the Owner. These requirements regarding utilities shall apply in all cases, regardless of whether or not utilities are shown in the Contract Documents.

§ 3.2.3 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 2.2.3, 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. If a dimensional discrepancy exists, Contractor shall take field measurements required for proper fabrication and installation of Work. Upon commencement of any item of Work, Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make Work properly fit at no additional cost to Owner. 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 and Owner 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.

§ 3.2.4 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.

§ 3.2.5 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 make 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 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.

§ 3.2.6 Contractor shall carefully study and compare Contract Documents with existing conditions at Project site and shall at once report in writing to Architect and Owner any error, inconsistency, or omission that may be discovered, or any materials, systems, procedures, or methods of construction, either shown on the Drawings or specified, which is suspected may be incorrect, inadequate, obsolete, or unsuitable for purpose intended, or which would not be able to receive the specified warranty. Contractor shall not proceed with any Work in such areas until written instructions are received from the Architect.

§ 3.2.7 Failure to report a conflict or discrepancy in the Contract Documents shall result in the Contractor being responsible and liable to the Owner for the additional costs and damages that would have been avoided had Contractor reported the conflict or discrepancy.

§ 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of

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changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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. In the event the Owner and/or Architect notify the Contractor of any such acts or omissions, Contractor shall immediately cure such acts or omissions, and the results thereof. Notwithstanding the foregoing, the Owner shall have no duty to discover said acts or omissions.

§ 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.

§ 3.3.4 Before ordering any material or performing any work, Contractor shall verify dimensions and check conditions in order to ensure that they properly reflect those on the Drawings. Any inconsistency shall be brought to attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions, of which Architect was not notified beforehand, costs to correct such discrepancies shall be borne by the Contractor.

§ 3.3.5 Contractor shall establish the building grades, lines, levels, column, wall and partition lines required by the various subcontractors in laying out their work in accordance with the Contract Documents.

§ 3.3.6 Building materials to be incorporated into the Work shall either be certified, in writing, by the manufacturer to be asbestos free or be inspected and tested by accredited testing laboratories and certified to be free of asbestos content in accordance with the applicable federal standards, including but not limited to the Asbestos Hazard Emergency Response Act (AHEARA) and the Toxic Substance Control Act (TSCA). "Asbestos" includes Asbestiform, Tremolite, and Actinolite. Copies of test reports shall be furnished to the Architect and the Owner. Material discovered to contain asbestos shall be removed immediately at the Contractor's sole cost and expense using current standards of the Louisiana Department of Environmental Quality (LDEQ).

§ 3.3.7 On trench excavations in excess of five feet in depth, Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures in accordance with State regulations and OSHA 1926.652-.653. Contractor shall engage the services of a qualified engineer, licensed to practice in the state where the Project is located, to prepare detailed plans and specifications directing Contractor in safe execution of trenching and shoring.

§ 3.4 LABOR AND MATERIALS

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

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. Failure to schedule the ordering of any item shall not constitute a valid reason to support a request for substitution.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Any such persons shall be immediately removed from the Project site, and not allowed to work thereon. For a Project site that includes a school in session with children present in or adjacent to the Project, the Contractor shall take any and all reasonable and lawful measures to ensure that its employees and its Subcontractors and their employees have not been convicted or pled nolo contendere to any crime listed in La. R.S. 15:587 or any other crime involving moral turpitude. All of Contractor's employees, subcontractors and all other persons carrying out any Work required by the Contract Documents shall wear appropriate identification tags of standard size on their clothing at all times when on the Project site. Said identification tags shall include, at a minimum, the person's name, employer and that employer's role on the Project (i.e., Contractor , Subcontractor, etc.).

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§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new, unless the Contract Documents expressly state otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements shall 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 or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranty shall also include any and all warranties, both implied and express, provided under applicable law.

§ 3.6 TAXES

§ 3.6.1 Unless exempt therefrom, as 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.

§ 3.6.2 The Contractor is informed that La. R.S. 47:301(8)(c) exempts the State of Louisiana, cities, parishes and other political subdivisions and their agencies, boards and commissions from state and local sales and use taxes. The Contractor is hereby made aware that materials and equipment which are affixed to and made a part of the Project such that they become immovable property and permanently incorporated into the Project or Work may qualify for the exemption. The Contractor shall execute any documentation required to effectuate this exemption. The Contractor is still responsible for payment of all taxes on nonexempt items necessary in the construction of the Project.

§ 3.6.3 In accordance with La. R. S. 47:301(8)(c), the Contractor shall not pay any State or local sales taxes or State or local use taxes on materials and equipment which are affixed to and made a part of the real estate of the Project or Work (hereinafter referred to as "exempt items").

§ 3.6.4 All purchases of "exempt items'' for the Project shall be made by the Contractor on behalf of and for the State of Louisiana, Department of Education, Recovery School District.

§ 3.6.5 The Contractor and all Subcontractors shall record all purchases of materials and equipment to be permanently installed or permanently incorporated into the Work. Preparing, maintaining and preserving these records shall be in accordance with applicable State laws and local ordinances and resolutions except that the records shall be preserved for not less than three (3) years from date of Final Payment. In addition to making the records available to the Louisiana Department of Revenue and Taxation and/or local taxing authorities, copies of the records shall also be made available to the Owner upon request.

§ 3.6.6 The Contractor and all Subcontractors shall pay all other taxes which are required to be paid on materials, equipment and services supplied or purchased by the Contractor or Subcontractors for use on the Project.

§ 3.6.7 A separate contract (Sales Tax Exemption Contract, in the form included with the Bidding Documents) shall be executed between the Owner and the Contractor on this Project, which will certify that the Contractor is an Agent of the Owner and therefore not subject to state and local sales or use taxes for the purchase of exempt items for the Project. After the Sales Tax Exemption Contract is executed, the Owner will furnish the Contractor a Louisiana Department of Revenue Form R-1020 entitled "Designation of Construction Contractor as Agent of Governmental Entity and Exemption Certificate" for use by the Contractor, Subcontractors, and Material Suppliers for the Project which is required by the State of Louisiana Department of Revenue and Taxation, Sales Tax Division.

§ 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. Contractor shall be liable for any and all building permit review fees applicable to the Project.

§ 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.

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§ 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 three (3) 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 in writing an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

§ 3.8 ALLOWANCES

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 shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect and/or the Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner or the Architect requires additional time to review. Failure of the Owner or the Architect to reply 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 written consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval, a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall include with the schedule 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 duration, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. The revised schedules shall show a comparison to the original baseline schedule. No payments will be made before these schedules are received.

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§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. : If the Work is not on schedule, as determined by the Architect and/or the Owner, 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 Article 14.2

§ 3.10.4 Submittal by the Contractor of a schedule or other documentation showing a completion date for the 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.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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perform any portion of the Work without approval of any required submittal, the Contractor shall bear the responsibility for any costs and/or delays caused thereby, including but not limited to removal, replacement and/or correction of any and all items, materials and/or labor.

§ 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor fully inspected the site prior to Contract award and accepts the areas for parking, storage and lay-down of materials and access to the site and understands and agrees that, unless otherwise provided in the Contract Documents, the Owner will not alter or interrupt any other operations at the Project site to accommodate the Work required by the Contract Documents.

§ 3.13.2 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage or unexplained disappearance of property of the Owner located in the areas of the Project to which the Contractor has access. The Contractor shall provide for security of the Owner's property located in the areas of the Project to which the Contractor has access to prevent any such loss, damage or injury.

§ 3.13.3 The Contractor, its subcontractor, any sub-subcontractors and each of their representatives shall not erect any signs on the Project site without the prior written approval of the Owner.

§ 3.13.4 The Contractor, its subcontractor, any sub-subcontractors and each of their representatives shall not permit any workers to use any existing facilities (lavatories, toilets, entrances or similar items) at the Project site other than those designated in the Contract Documents, without the prior written approval of the Owner.

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§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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. The Contractor shall not remove, injure, cut, alter or destroy trees, shrubs, plants or grass, unless otherwise provided elsewhere in the Contract Documents. For all areas affected by the Work, the Contractor is responsible for grounds up-keep, lawn mowing, weed control, grounds cleaning, and associated care and maintenance at least once every other week.

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

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished in writing to the Architect and the Owner.

§ 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 which 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.

§ 3.19 LOG OF CHANGES

The Contractor shall maintain a current log of all Requests for Information, Change Orders and Construction Change Directives at the site of the Project and shall provide the Owner and the Architect access to the same as requested. The

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Contractor shall also submit a copy of said logs to the Owner and the Architect on a monthly basis, not later than the tenth (10^{th}) day of the following month.

§ 3.20 FAILURE TO PERFORM WORK

The Contractor shall be liable to the Owner for all costs and/or damages that the Owner incurs as result of the Contractor's failure to perform the Work, or any part thereof, in accordance with Contract Documents. Contractor's failure to perform shall also include, but not be limited to, the failure of its subcontractors and/or suppliers of any tier to perform. The Contractor's liability to the Owner shall include, but shall not be limited to (1) the increase costs of performance, including services of the Architect, the Owner's representative and other consultants, resulting from the Contractor's failure to comply with the Contract Documents; (2) costs of removal of defective or noncompliant work, (3) costs of corrective or warranty work; (4) costs of any Owner liability to third parties caused by Contractor's failure to perform the Work, or any part thereof; (4) costs of re-procurement; (5) attorney fees and related costs, including costs incurred in enforcing Owner's rights under the Contract Documents; and (6) liquidated and/or stipulated damages.

§ 3.21 LIENS

§ 3.21.1 The term "lien" as used in this Section 3.21 and in Article 9 of these General Conditions, and in Article 5 of the Agreement Between Owner and Contractor, AIA A101, refers to "claims" as provided in La. R.S. 38:2242, which authorizes "claimants" who perform work, labor, or provide materials or supplies for a public work to file "claims" with the governing authority. The term "lien" is used in the referenced sections instead of the word "claim" solely to avoid confusion with the "Claims" that may be filed by the Contactor and/or Owner pursuant to the Contract Documents, as provided in Article 15 of these General Conditions.

§ 3.21.2

In the event a Lien is filed by anyone in relation to the Work, the Owner shall have the right (1) to require the Contractor to furnish to the Owner a release of a Lien or claim that has been recorded by the person or entity filing the claim; (2) to require the Contractor to discharge the Lien by posting a bond with the Clerk of Court for the Parish of Orleans within five (5) calendar days of notice by the Owner to the Contractor; and/or (3) to retain out of any payment due or thereafter to become due an amount sufficient to indemnify the Owner against any Lien or claims of a Lien, including bond premiums and attorney fees, and to apply the same in such manner as Owner deems necessary to satisfy such claims and Liens.

§ 3.21.3

In the event such Lien is not discharged, the Contractor at its sole cost and expense, including attorneys fees, shall hold harmless and defend the Owner of and from any and all claims, lawsuits, causes of actions and demands of any person or entity asserting or claiming any right as a result of any Lien or claim, recorded or unrecorded, against the Contract Funds or the Owner's property. In the event such Lien is not discharged, the Contractor shall be deemed in default and the Owner shall have the right to terminate the Contract for said default. The Owner shall also have the right, but not the obligation, to bond said Lien (s), and Contractor shall be responsible for all costs incurred as a result thereof, including but not limited to, bond premiums and attorney fees.

§ 3.21.4

Prior to the receipt of any partial payment, or of Final Payment, Contractor shall provide the Owner a partial release or a final release, as appropriate, of all Liens and claims of any persons furnishing labor and/or materials to the Work. Contractor shall not receive Final Payment before providing to the Owner satisfactory evidence that there are no other Liens or claims whatsoever outstanding against the Work or Contract.

§ 3.22 WORK RELATED TO EXISTING FACILITIES

§ 3.22.1 The Contractor shall not perform Work in existing buildings that will interfere with normal school operations, teaching or normal traffic flow or produce excessive noise without forty-eight (48) hours advance written notice to the Owner, and then only with the Owner's written consent.

§ 3.22.2 All means of access shall be maintained at all times during school occupancy to comply with exit requirements in the NFPA 101 Life Safety Code.

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§ 3.22.3 The Contractor shall not allow traffic or operations to encumber school vehicle or pedestrian traffic during school hours, to include before school and after school programs.

§ 3.22.4 Any Work that the Contractor must perform after the opening of the school and/or while school is in session, caused by the failure of the Contractor to achieve timely Substantial Completion and/or timely Final Completion shall not interfere with the normal operations of the school. Contractor shall perform said Work at no additional expense to the Owner, and shall schedule said Work to occur outside of normal operating hours for the school, including performing said Work on nights and weekends, as may be required to complete the Project. This section shall not be construed to prohibit Contractor operations during normal school operating hours, but such operations may only be performed if, and only if, prior arrangements have been made and documented in writing between the Contractor and the Owner.

§ 3.23 ADDITIONAL RECORD REQUIREMENTS

§ 3.23.1 OWNER'S AND STATE'S RIGHT TO AUDIT; RELATED RECORD RETENTION

The Contractor shall keep full and accurate records of all costs incurred and items invoiced in connection with the Work, and shall keep and maintain all records related to this Project, for a period of five (5) years after Grant close-out, as described further in Section 3.23.2 below, or five (5) years after Final Payment, whichever is longer. Such records shall be open to audit by the Owner or its authorized representatives, the Legislative Auditor for the State of Louisiana and the Inspector General during the performance of the Work and during the referenced period extending to five (5) years after Grant close-out or Final Payment, whichever is later.

§ 3.23.2 REQUIRED RECORD RETENTION FOR FEDERAL AND STATE FUNDED PROJECTS

For Projects that are funded in full or in part with Federal or State funds, the Contractor shall keep and maintain all records associated with said Project for a period of five (5) calendar years after the Federal or State Grants associated with said Project have been closed out by the respective Grantor agency. Due to the possibility of multiple funding streams for a single Project, the Contractor may be subject to multiple Grant close-out periods. The Grantor agency will notify the Owner when close-out is complete. The Owner will then notify the Contractor when close-out is complete (which is when the five (5) year retention period or periods commence). However, any failure on the part of the Owner to provide Contractor with such notice shall not relieve Contractor of its record retention obligations set forth herein. It is the Contractor's obligation under this Contract to retain all records for the requisite time periods, and if the Contractor is uncertain of the status of the five (5) year retention period, it is the Contractor's obligation to inquire of the Owner and find out the status.

§ 3.23.3 CERTIFIED PAYROLLS

§ 3.23.3.1 The Contractor and all Subcontractors shall prepare and submit Certified Payrolls to the Owner and the Architect on a weekly basis. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock No. 029-005-00014-1) is available for this purpose and may be used. The General Contractor shall be responsible for the submission of copies of payrolls by all Subcontractors.

§ 3.23.3.2 Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract or Subcontract, and shall certify the following items.

.1 That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;

.2 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract or Subcontract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

.3 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract or Subcontract.

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§ 3.23.3.3 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

§ 3.23.3.4 The falsification of any of the above certifications may subject the Contractor and/or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

§ 3.23.3.5 All payroll and basic records related thereto regarding the Project shall be maintained by the Contractor and all Subcontractors for a period of five (5) calendar years after Final Payment, or five (5) years after Grant close-out, as described further in Section 3.23.2 above, whichever is longer. Such records shall contain for each worker, at a minimum, name, address, last four digits of social security number, correct classification, hourly rate of wages paid (including rates for fringe benefits), daily and weekly hours worked, deductions made, and actual wages paid.

§ 3.23.3.6 The Contractor and/or Subcontractor shall make the records required under this Section 3.23.3 available for inspection, copying, or transcription by authorized representatives of the Grantor Agency or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Grantor Agency or its designee may, after written notice to the Contractor, Subcontractor, sponsor, applicant or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

§ 3.24 FEDERAL COMPLIANCE PROVISIONS

Contractor and all Subcontractors shall comply with all of the requirements set forth in the Federal Compliance Provisions for Construction Contracts, which are hereby made part of the Contract Documents for this Project, a copy of which is included in the Project Manual.

§ 3.25 DBE PROVISIONS

Contractor and all Subcontractors shall comply with all of the requirements set forth in the Disadvantaged Business Enterprise, Equal Employment and Affirmative Action Provisions for Recovery School District Construction Contracts ("DBE Provisions"), which are hereby made part of the Contract Documents for this Project, a copy of which is included in the Project Manual.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an Architect. 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 referred to throughout the Contract Documents as if singular in number."

§ 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.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date that both Final Completion on the Project is achieved and the Owner makes Final Payment to the Contractor. The Architect shall remain an Owner's representative with the Owner's concurrence as needed from time to time during the one year period for correction of the Work described in Article 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect and/or the Owner's representative about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Work as provided in Sections 4.2.2 and 4.2.3, and of 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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 as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, 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, unless otherwise specifically stated by the Architect, 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, with the approval of the Owner, authorize 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.

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§ 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents. There will be no restriction on the Owner having a representative, or on the Owner's choice or selection of the Owner's 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.

§ 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.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

§ 5.1.2 All Subcontractors and Sub-subcontractors as defined in sections 5.1.1 and 5.1.2 above shall be lawfully licensed as required by Louisiana state and local laws.

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

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

§ 5.2.2 The Contractor shall be responsible for the selection of all subcontractors, suppliers, manufacturers and other labor or material suppliers, and shall make such selections in light of the requirements of the Drawings, Specifications and other Contract Documents. However, the Contractor shall not contract with a proposed person or entity to which the Owner has made timely objection. The Contractor shall be solely responsible for the performance of all such parties. 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 non-performance of such parties, or due to replacement of same.

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§ 5.2.3 The Contractor shall notify the Owner and Architect when a subcontractor is to be changed and substituted with another subcontractor. Such notification shall be provided to the Owner and Architect at least five (5) calendar days prior to the proposed substitution.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect objects to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 OPTIONAL ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 In the event the Owner terminates the Contract with the Contractor for cause pursuant to Section 14.2, the Owner may, at its sole discretion, and with no obligation to do so, accept an assignment from the Contractor of one or more then-existing subcontract agreements for a portion of the Work.

.1 Such assignment shall only become effective by a written Agreement signed by the Owner.

.2 Such assignment shall be under the terms and conditions expressly accepted by the Owner in a signed writing, and no other terms and conditions shall be imposed by implication.

.3 Before accepting any assignment of a subcontract agreement, the Owner will consider the prior rights of the surety, if any, and Contractor's unpaid obligations to the subcontractor, if any, and may choose, at the Owner's sole discretion, to reject or refuse an assignment in light of same.

(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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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. Contractor shall do all cutting, fitting and patching of the Work required to make its several parts come together properly in a manner that will not endanger any work of the Owner or others.

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§ 6.1.4 The Owner may furnish materials or equipment to the Project site to be incorporated into the Work. For any Owner furnished equipment or materials to be incorporated into the Work, the Contractor shall perform such tasks as are necessary to coordinate and install the Owner furnished materials and/or equipment to make the Work functionally complete. If the Contractor contends that such Owner furnished materials or equipment constitutes an extra to the Work outside the requirements of the Contract Documents, the Contractor shall make such Claim as provided in Article 15.

§ 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 report to the Architect discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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, subject to the approval of the Owner.

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

§ 7.1.4 The Contractor shall submit the following at the Pre-Construction Conference, prior to the commencement of any Work. Any Subcontractor desiring to submit a Change Order shall submit the following information to the Owner and Architect no later than fourteen (14) days prior to the submission of that Subcontractor's first Change Order.

.1 Fixed job site overhead cost itemized with documentation to support daily rates.
.2 Bond Premiums with supporting information from the General Contractor's carrier.
.3 Insurance Rates with supporting information from the General Contractor's carrier.
.4 Labor Burden by trade for Subcontractors and General Contractor.
.5 Internal Rate Charges for all significant company owned equipment.

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§ 7.1.5 No order, oral statement, or direction of Architect or Owner shall be treated as a Change Order nor shall it entitle Contractor to an adjustment to the Contract Sum or the Contract Time. Requests for Information (RFI) are not changes to the Contract Documents and do not change the Contract Sum or Contract Time.

§ 7.1.6 Unit prices shall be inclusive of all costs including mark-up for overhead and profit and shall be applied to units of measure as defined in the Contract Documents for each category of Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument signed by the Owner, the Architect and the Contractor, issued after execution of the Contract, authorizing a change in the work or an adjustment in the Contract Sum 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. A Change Order affecting the Contract Sum shall be based on the Cost of the Work, as set forth in section 7.2.2, and Overhead and Profit, as set forth in section 7.2.3, subject to approval of the Architect and the Owner.

§ 7.2.2 "Cost of the Work" for the purpose of Change Orders shall be costs actually required to be incurred in performance of the work and paid by the Contractor and Subcontractors. Such costs shall consist only of the following:

.1 Wages paid for direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.
.2 Costs of direct materials and supplies, including the identification of each item and its cost.
.3 Costs of necessary machinery and equipment required by the Change Order, including the identification of each and the allocation of its cost, and the bases therefore, to the change in the Work
.4 Other direct costs, properly documented.
.5 Costs of premiums for bonds and insurance directly related to the change in Work.

§ 7.2.3 "Overhead and Profit" The Contractor and Subcontractor shall be due job-site and home office fixed overhead and profit on the Cost of the Work, but such overhead and profit shall not exceed a combined total of 10% of the direct cost of any portion of work. Additionally, when all or substantially all (as defined in the next sentence) of the Work reflected on a Change Order is to be performed by one or more Subcontractor, the General Contractor shall not be entitled to charge Overhead and Profit on the Subcontractor's Overhead and Profit. For purposes of this Section, "substantially all" shall mean 95% of the value of the Work reflected on the Change Order, excluding the General Contractor's fixed job site overhead costs, bond premium costs and insurance costs.

§ 7.2.4 The cost or credit to the Owner resulting from a change in the Work shall be prepared and presented to the Architect and the Owner in a Change Order, for their review and approval, as the sum of the "Cost of the Work" (as defined in section 7.2.2) and "Overhead and Profit" (as defined in section 7.2.3). Where a change results in both credits to the Owner and extra cost to the Contractor for related items, overhead and profit will only be computed on the net extra cost to the Contractor. The amount of the Change Order so computed shall not be binding nor final until approved in writing by both the Architect and the Owner.

§ 7.2.5 Before a Change Order is prepared, the Contractor shall provide and deliver to the Architect and Owner the following information concerning the Cost of the Work. The provision of said information is not subject to waiver, and shall be provided by the Contractor within a reasonable time after being instructed to prepare said Change Order:

.1 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.

.2 A detailed itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's work including quantities and unit costs for each item of labor, material, and equipment.

§ 7.2.6 After a Change Order has been finalized and approved by the Owner, the Contractor and the Architect (as reflected by their signatures thereon), no future requests for extensions of time or additional cost shall be considered

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for the change in the Work related to that Change Order. The Change Order represents the full and final amount of the change in the Contract Sum and/or the Contract Time due to the Contractor for all additional Work related to the Change Order. Contractor waives any further claims for additional costs or additional time, whether direct or indirect, for the change in the Work related to said Change Order.

§ 7.2.7 The Contractor will be eligible for extended fixed job-site overhead for time delays only when: complete stoppage of work occurs causing an extension of critical path activities (defined as such on the approved baseline schedule required by Section 3.10.1) which also results in an extension of the Contract Time; and the Contractor is unable to mitigate financial damages through replacement work; and the stoppage of work is due to acts or omissions solely attributable to the Owner. In all cases the Contractor shall notify the Architect and Owner in writing and shall make a Claim as required by Article 15. Reasonable proof shall be required by the Initial Decision Maker, Architect and Owner that alternate work could not be performed. Reasonable proof shall be required by the Initial Decision Maker, Architect and Owner that the stoppage affected the critical path activities and the Contract Completion Date.

§ 7.2.8 "Cost of the work" whether incurred by the Contractor or a Subcontractor shall not include the following:

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

.2 Any part of the Contractor's or Subcontractor's capital expenses, including interest on the Contractor's or Subcontractor's capital employed for the work.

.3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included in section 7.2.2 in Cost of the Work.

.4 Cost of supervision not specifically required by the Change Order.

§ 7.2.9 When applicable, as provided in the Contract Documents, 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 or Owner. Unit prices shall cover costs of Material, Labor, Equipment, Overhead and Profit. When Unit prices (which include Overhead and Profit) are used as the basis for the added Cost of the Work to the Owner resulting from the Change Order, Overhead and Profit shall not be duplicated by adding it again under section 7.2.3.

§ 7.2.10 Any and all changes or adjustments in the Work that are the subject of a proposed Change Order shall be supported, in addition to the cost and schedule information required elsewhere in this Article 7, by detailed specifications, plans, and/or drawings that evidence the need for the change in the Work and the propriety of the proposed method to effectuate that change.

§ 7.2.11 Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Change Order shall require documentation and justification for the adjustment by a method analysis of the Contractor's most recent schedule in use prior to the change, which shows an extension in critical path activities. Changes that affect or concern activities containing float or slack time (i.e. not on the critical path) that can be accomplished within such float or slack time shall not result in an increase in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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.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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise, in writing, the Architect and Owner 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 Section 7.2.3 . 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 7.3.7 shall be limited to the following:

.1 Wages paid for direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.
.2 Costs of direct materials and supplies, including the identification of each item and its cost.
.3 Costs of necessary machinery and equipment required by the Change Order, including the identification of each and the allocation of its cost, and the bases therefore, to the change in the Work
.4 Other direct costs, properly documented.
.5 Costs of premiums for bonds and insurance directly related to the change in Work.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work may be included in Applications for Payment only as follows. Said undisputed amounts may be presented to the Owner for the Owner's approval in a Change Order. Only after the Owner has approved said Change Order may such amounts be included in an Application for Payment.

§ 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, with the prior approval of the Owner, has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract

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Documents. Such changes will be effected by written order signed by the Architect and the Owner and shall be binding on the Owner and Contractor.

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 a change in the Contract Time has been specifically authorized by a final, approved Change Order.

§ 8.1.6 For all purposes of counting time provided in these Contract Documents, time shall be counted on a calendar day basis. However, unless otherwise specified, where the due date for any action, submittal or response falls on a Saturday, Sunday, or legal holiday (as identified in Section 8.1.7), such action, submittal, or response shall be considered due on the next business day which is not a Saturday, Sunday or a legal holiday.

§ 8.1.7 For purposes of this Subparagraph, legal holidays shall include the following:

New Year's Day	January 1
Martin Luther King Day	
Mardi Gras Day	
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. Substantial Completion of the Work must be made within the time stated in the Agreement between the Owner and the Contractor (subject to such extensions as may be agreed to by Change Order). By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor agrees to commence the Work not later than the date set forth in the written Notice to Proceed issued by the Owner, and to achieve Substantial Completion of the Work within the time stated in the Contract Documents, and to achieve completion of the Punch List within the time stated in the Contract Documents. The Contractor and Owner mutually agree that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if Substantial Completion of the Project and Punch List completion are not achieved within 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 liquidated damages, which shall not be considered a penalty, in the amount stated in the Contract Documents as fixed, agreed upon and Liquidated Damages for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time stated in the Contract Documents, and for each calendar day that completion of the Punch List is delayed beyond the time stated in the Contract Documents, as more specifically set forth in the Agreement. The Owner shall be entitled to collect any and all sums that are due the Owner as Liquidated Damages in any manner available, including but not limited to withholding the amounts due to the Contractor for Progress Payments or Final Payment, deducting the Liquidated Damages due by a Construction Change Directive, or collecting the amounts due from the Contractor or the Contractor's Surety.

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§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may recommend, subject to the Owner's approval of said Change Order, provided the Contractor timely made a claim for additional time in accordance with the applicable provisions of Article 15. If the Contractor fails to make a timely claim for additional time in accordance with the applicable provisions of Article 15, then said potential claim is irrevocably 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

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

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values, using the Form AIA G703 – Continuation Sheets, allocating the entire Contract Sum to the various portions of the Work. Applications for Payment will not be considered before the Schedule of Values is submitted in proper form.

§ 9.2.1.1 On the Schedule of Values, the Contractor shall itemize the Contract Sum into each Section listed under each Division on the format provided, as such Sections are applicable to the Project. The Owner shall have the right to require the Contractor to break down each portion of the Work cost item further into the components of labor, materials and overhead and profit. Should the Owner make said request, the Contractor shall provide said information promptly.

§ 9.2.1.2 The total of all items listed on the Schedule of Values shall equal the total Contract Sum. This Schedule of Values, after approved by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on AIA Document G702, accompanied by AIA Document G703, and supported by any additional data substantiating the Contractor's right to payment as the Owner or the Architect may require. The Application for Payment shall be notarized. Application for Payment shall be submitted no later than the tenth (10^{th}) day 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 last day of the preceding month, less normal retainage, as set forth in Section 9.3.1.1. Offsite storage of materials shall not be allowed.

§ 9.3.1.1 Normal retainage for Projects with a Contract Sum of less than $500,000.00 shall be 10% of the total Contract Sum. Normal Retainage for Projects with a Contract Sum of $500,000.00 or more shall be 5% of the total Contract Sum.

§ 9.3.1.2 No payment shall be made until the revised Construction Schedule required by Section 3.10.1 is received by the Owner and the Architect.

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§ 9.3.1.3 The normal retainage shall not be due the Contractor until after all of the following have occurred: (1) Substantial Completion has been achieved; (2) the Architect has prepared and the Owner has approved and accepted a Certificate of Substantial Completion, including an attached Punch List meeting the requirements of Sections 9.8.4 and 9.8.5; and (3) the Contractor has submitted an Application for Payment for the retainage, (4) the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached as Exhibit "A" to the Agreement Between the Owner and Contractor, AIA Document A101 (5) the forty-five (45) day lien period in La. R.S. 38:2242 has expired; and (6) the Contractor has provided the Owner and the Architect with a clear lien and privilege certificate. If there are insufficient funds remaining in the Contract Sum to both pay the normal retainage and cover the value assigned to the Punch List (as set forth in Section 9.8.5), then the Owner shall withhold payment of the normal retainage to the extent necessary to cover the shortfall. If the value of the Punch List (as set forth in Section 9.8.5) exceeds the funds remaining in the Contract Sum, including the normal retainage, Contractor shall not be entitled to the payment of any normal retainage. Instead, Contractor and/or its Surety shall be liable for and shall pay the shortfall to the Owner.

§ 9.3.1.4 Work performed and materials supplied under a Change Order may be included for payment only after the Change Order has been approved in writing by the Owner and all other appropriate parties.

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment for materials and equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance. Offsite storage of materials shall not be allowed.

§ 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 Each Application for Payment for a Progress Payment shall be accompanied by a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached as Exhibit "A" to the Agreement Between the Owner and Contractor, AIA Document A101. The Application for Final Payment shall be accompanied by a fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached as Exhibit "B" to the Agreement Between the Owner and Contractor, AIA Document A101. Payment Applications which omit these Waivers of Liens shall not be paid.

§ 9.3.5 The Contractor further expressly undertakes to defend the Owner at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against Owner as a result of liens filed against the Work, the job site and any improvements thereon, any portion of the property of the Owner, or any payments due the Contractor (referred to collectively as "liens" in this Section 9.3) by those providing labor, material or equipment on behalf of Contractor. The Contractor hereby agrees to defend, indemnify and save Owner harmless against any such liens or claims and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's timely and properly documented and supported Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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§ 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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 shall reject or 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 for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents;
- **.8** if the Project is behind schedule, failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of the Work within Contract Time;
- **.9** the value of the Punch List exceeds the unpaid balance of the Contract Sum;
- **.10** improperly completed or inadequately documented/supported Application for Payment. The omission of any required documents from the Application for Payment, including but not limited to lien waivers, shall result in its rejection;
- **.11** rejection of any part of the Work by any governmental authority having jurisdiction over the Project;
- **.12** improperly completed or incomplete commissioning documentation under the responsibility of the Contractor as deemed by the Architect, Owner and/or commissioning authority.

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

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

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued an approved Certificate for Payment, the Owner shall make payment within forty-five (45) days of the Owner's receipt of said approved Certificate.

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§ 9.6.2 The Contractor shall pay each Subcontractor no later than fourteen (14) days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner Pursuant to Louisiana law, La. R.S. 9:2784, the Contractor or Subcontractor shall 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 1/2 of 1% per day is due, up to a maximum of 15% of the amount due, from the expiration of the period allowed for payment until paid, and attorneys fees are available. The Contractor or Subcontractor, whichever is applicable, and not the Owner, is solely responsible for payment of this penalty and for any attorneys fees that may be due as a result thereof.

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

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

§ 9.6.5 If the Owner receives any claim of nonpayment arising out of the Contract from a Subcontractor, Sub-subcontractor, material or equipment supplier, or the like, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security with the recorder of mortgages of the parish where the Work has been done, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim. When the Owner receives original proof of such guarantee from the recorder of mortgages and/or clerk of court, the claim deduction will be added back to the Contract Sum.

§ 9.6.6 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3, 9.6.4 and 9.6.5.

§ 9.6.7 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.

§ 9.6.8 Payments received by the Contractor for Work properly performed by Subcontractors and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon thirty additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the Project is Substantially Complete in accordance with this Article 9.8. In addition to the requirements of the first sentence of this Article 9.8.1, the following conditions must also be satisfied before the Work will be considered Substantially Complete:

.1 Where roofing work is part of the Contract, the Owner must receive the executed Roofing Contractor's and Roofing Manufacturer's guarantees;

.2 All required occupancy permits must have been issued and copies delivered to the Owner;

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.3 All Project systems included in the Work must be operational as designed;

.4 All operations and maintenance data specified has been submitted and approved, including the provision of draft as-built drawings for training purposes;

.5 The Owner's personnel must have completed any required training in the Project's operations systems;

.6 All finishes required by the Contract Documents must be in place;

.7 The only remaining work must be minor in nature so that the Owner can occupy the building/construction and the Contractor's completion of that minor remaining work will not interfere with nor hamper the Owner's normal business operations. This shall include completion and verification by the Owner's designated commissioning authority for all outstanding commissioning issues;

.8 The Contractor must certify in writing that all remaining Work will be completed within forty-five (45) consecutive calendar days, unless the Owner consents to a different time, following the date of Substantial Completion. Any remaining Work required to be performed after the date of Substantial Completion at a school that is operating and open shall be done in a manner and during times that do not interfere with school operations, at no additional cost to Owner. Owner shall have the right to direct Contractor to perform said Work during non-operating hours of the school, including nights and weekends.

§ 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 will make an inspection to determine whether the Work is substantially complete. 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 issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Architect determines that the Project is Substantially Complete, and the Owner agrees, the Architect shall prepare a Certificate of Substantial Completion that establishes the Date of Substantial Completion of the Work. The Architect shall prepare and attach a "Punch List" of exceptions itemizing additional Work remaining to be done by the Contractor, as set forth more fully in Section 9.8.5. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, 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, unless otherwise agreed to in writing by the Owner and Contractor.

§ 9.8.5 The Punch List of exceptions prepared by the Architect shall itemize additional Work remaining to be done by the Contractor, and the dollar value related thereto. The cost of these items shall be prepared in the same format as the Schedule of Values. The monetary value assigned to this Punch List will be 125% of the sum of the cost estimate for each particular item of required work, and will be estimated by the Architect based on the mobilization, labor, material and equipment costs of correcting the item. The value assigned to the Punch List shall be retained from the monies owed the Contractor, above and beyond the normal retainage. No funds assigned for the Punch List value shall be due to the Contractor before the Punch List items are completed and accepted by the Architect and the Owner. 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 accepted as Substantially Complete. If funds remaining in the Contract are less that that required to complete the Punch List Work, then the Contractor or its Surety shall pay the difference.

§ 9.8.6 The Contractor shall complete the Punch List items within forty-five (45) consecutive calendar days from the date of Substantial Completion. The Owner may, at its option, consent to a different time, but such consent shall be reflected in writing. If the Contractor fails to complete all Punch List items within this forty-five day period, through

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no fault of the Owner or the Architect, the Contractor shall be assessed Liquidated Damages in the amount set forth in the Agreement between the Owner and Contractor (AIA Document A101), for each additional day beyond that forty-five (45) day period that the Punch List remains incomplete. Additionally, if the Contractor fails to complete all Punch List items within this forty-five day period, through no fault of the Owner or the Architect, then 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 of the Surety by the Owner, the Surety has not completed the Punch List, through no fault of the Architect or Owner, the Owner may, at his option, contract with an outside party to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract Sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future State contracts. If the Surety fails to complete the Punch List within the stipulated time period, the Owner may choose to not accept bonds submitted from that Surety in the future.

§ 9.8.7 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. After such acceptance, and consent of surety, the Contractor may submit to the Owner a properly completed and supported Application for Payment seeking payment of completed Work, less the value assigned to the Punch List items, as set forth in and limited by Section 9.8.5 above. Such Application for Payment shall not request payment for Work that is incomplete and/or not in accordance with the requirements of the Contract Documents.

§ 9.8.8 After the Owner's receipt and approval of a fully executed Certificate of Substantial Completion and attached Punch List, the Owner shall issue a Notice by Owner of Acceptance of Work. The Contractor shall record the Notice by Owner of Acceptance of Work with the Clerk of Court in the Parish in which the Work has been performed, and shall provide written evidence of recordation to the Architect and the Owner. If the Notice of Acceptance has not been recorded within seven (7) days after issuance, the Owner may record the Notice of Acceptance at the Contractor's expense.

§ 9.8.9 Upon the Owner's Notice of Acceptance, and upon receipt of a properly completed Application for Payment, payment of Punch List items completed, less normal retainage applicable thereto, shall be approved, and payment made in accordance with the procedures set forth in these Contract Documents for Progress Payments, unless there are insufficient funds remaining in the Contract Sum for payment of same. If funds remaining in the Contract are less that that required for payment of the Punch List Work, then the Contractor or its Surety shall pay the difference.

§ 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. When the Contractor considers the designated portion substantially complete the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

§ 9.9.1.1 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.

§ 9.9.1.2 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.

§ 9.9.1.3 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

§ 9.9.1.4 Use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of the responsibility to maintain all insurance and bonds required of the Contractor under the Contract Documents until the Project is completed and accepted by the Owner.

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§ 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. If the Architect finds the work not acceptable under the Contract Documents, the Architect shall make one additional inspection. If the work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid **$150.00 per hour** for their time at the Project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract Sum. The payment shall be made by the Owner and deducted from the Contract Sum due to the Contractor. If no funds remain in the Contract Sum, the Contractor or its Surety shall pay this amount. 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 In addition to the items listed in Section 9.10.2, the Contractor shall deliver the following items to the Owner before final payment shall be due:

.1 All close-out submittals specified in the Specifications.
.2 All project record documents specified in the Specifications.
.3 All approved submittals;
.4 All approved Shop Drawings;
.5 All final as-built Drawings.
.6 All operations and maintenance data specified in the Specifications.
.7 All warranties as required on specific products or portions of the Work, including subcontractor warranty letters.
.8 All spare parts, overages, and maintenance materials specified in the Specifications.
.9 Certificates of Occupancy from authorities having jurisdiction.
.10 Copies of all inspection tags from authorities having jurisdiction.
.11 Executed Certificates of Substantial Completion.
.12 A fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached as Exhibit "B" to the Agreement Between the Owner and Contractor, AIA Document A101.

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§ 9.10.2.2 Upon receipt by the Architect of all Project close-out documents and a recommendation by the Architect of acceptance of Final Completion, a close-out meeting will be scheduled by the Architect, to include the Architect, the Owner and the Contractor for the review and acceptance of all of the required items identified in this Section 9.10.2. If all items are complete and accepted by the Owner, the Owner will then authorize the issuance of Final Payment.

§ 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 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 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.

(Paragraphs deleted)

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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.

§ 9.11 LIQUIDATED DAMAGES

The Contractor's failure to achieve Substantial Completion and Final Completion within the Contract Time, as set forth in the Contract Documents, and failure to timely complete the Punch List, as set forth in the Contract Documents, shall result in the imposition of Liquidated Damages upon the Contractor. As further set forth in the Agreement, and in Sections 8.2.2 and 9.8.6 above, it is mutually agreed by the Contractor and the Owner that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if Substantial Completion of the Project and Punch List completion are not achieved within the time set forth in the Agreement. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount stated in the Contract Documents as fixed, agreed upon and Liquidated Damages for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time stated in the Agreement, and for each calendar day that completion of the Punch List is delayed beyond the time stated in the Agreement. The Owner shall be entitled to collect any and all sums that are due the Owner as Liquidated Damages in any manner available, including but not limited to withholding the amounts due to the Contractor for progress payments or final payment, deducting the Liquidated Damages due by a Construction Change Directive, or collecting the amounts due from the Contractor or the Contractor's Surety. The Contractor and the Contractor's Surety hereby agree and will be held liable for any Liquidated Damages imposed in accordance with these Contract Documents.

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 the health and 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 or the Contractor's Subcontractors or Sub-subcontractors; 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.
- **.4** the indoor air quality of buildings where students, teachers, employees and visitors occupy the areas adjacent to or near the Work on the Project site;
- **.5** the exhaust systems and existing fresh air intake devices to prevent dust or fumes caused by the Work from entering such systems; and

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.6 the Contractor expressly agrees that it is exclusively responsible for compliance with the Occupational Safety and Health Act (OSHA) and state and local regulations for the construction in that it is the "employer" within the meaning of those regulations. It is the expressed intent of the parties that the Contractor, not the Architect nor the Owner, is in charge of the Work.

§ 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 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 owners and users of adjacent sites and utilities. The Contractor shall provide for the marking of all underground utilities prior to any digging, excavation or other disturbances of earth.

§ 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 Section 10.2.1 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 Section 10.2.1, except damage or loss 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. The Contractor shall immediately (within 24 hours) make an oral report to the Architect and the Owner and promptly (within three (3) days) provide a written report to the Architect and the Owner reporting all accidents arising out of or in connection with the Work that cause death, significant injury, loss of consciousness, medical treatment beyond first aid, significant property damage (estimated over $5,000.00), and/or that interrupt utility services.

§ 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, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding three (3) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. This notice shall not replace or supplant the shorter notice required under the circumstances identified in Section 10.2.6 above.

§ 10.2.9 SECURITY OF SITE

The Contractor is solely responsible for the security of all equipment, tools or other property of the Contractor, its Subcontractors, and its suppliers at the Project site to include any loss or damage due to theft or vandalism. The Contractor shall provide for security at the site.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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, lead or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area only and report the condition to the Owner and Architect in writing.

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§ 10.3.2 Upon receipt of the Contractor's written 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, such as asbestos, lead, or PCBs, and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, if any, of any affected area of a Project, which adjustments shall be accomplished as provided for in Article 7.

(Paragraph deleted)

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall notify the Owner and Architect immediately of the emergency, and shall simultaneously act, using the Contractor's best judgment, to prevent threatened damage, injury or loss and to protect and safeguard the Work, the Owner's property and the person working on the Project from injury, damage 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

§ 11.0 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, and in a company or companies which meet the additional requirements set forth in this Article 11 below, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and such other insurance which is specified in this Article 11 below:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations;

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.8 Claims for bodily injury or property damage arising out of the Contractor's operations, including but not limited to construction activities and any Work or activities performed pursuant to the Contract Documents; and

.9 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION AND RENOVATIONS

§11.1 STANDARDIZED INSURANCE REQUIREMENTS FOR ALL STATE CONTRACTS

§11.1.1 Contractor shall purchase and maintain, at Contractor's expense, all of the insurance required in this Article 11. All required insurance shall be kept in full force and effect, without interruption, commencing from the date the Contract documents are executed and continuing until the Work has achieved Final Completion, has been accepted by the Owner and final payment has been made.

§11.1.1.1 If any of the insurance coverages are required to remain in force after final payment has been made, an additional Certificate of Insurance evidencing continuation of such coverage shall be submitted with the final Application for Payment.

§11.1.2 All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

§11.1.2.1 The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the Owner, it being the intention of the parties that the insurance policies so affected shall protect both parties and shall provide the primary coverage for any and all losses covered by the below described insurance.

§11.1.2.2 The Owner shall be named as an additional insured on all policies of insurance required by this Article 11 (ISO Forms CG 20 10, Current form approved for use in Louisiana).

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

§11.1.2.4 Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of the Contractor or Subcontractor.

§11.1.2.5 All insurance policies required herein shall be endorsed to reflect and insure any occupancy by the owner at the time of such occupancy prior to Substantial Completion.

§11.1.2.6 All insurance policies required herein shall be on an occurrence basis. Claims made policies are not acceptable.

§11.1.2.7 Contractor shall defend, indemnify and hold harmless Owner for any damages, loss, costs or expenses caused by or related to Contractor's failure to carry the insurance required under the Contract Documents.

§11.1.2.8 The insurance required under the Contract Documents shall be written for no less than the coverage limits set forth in this Article 11, below. Nothing herein shall prohibit Contractor from carrying higher limits or broader coverage, at Contractor's expense.

§11.1.2.9 All liability insurance policies shall be written with a waiver of subrogation by the Contractor/Subcontractor in favor of the Owner.

§11.1.3 INSURANCE:

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverages required by the Contract to the Owner in insurance companies lawfully authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-:VI. This rating requirement may be waived, at the Owner's discretion, for the workers' compensation coverage.

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Thirty days prior notice of cancellation shall be given to the Owner by registered mail, return receipt requested, on all of the required coverage provided to the Owner. All notices will name the Contractor/ Subcontractor and identify the Contract number.

Insurance coverage specified in the GENERAL CONDITIONS (AIA Document A 201, 2007 Edition) to be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

§11.1.3.1 Workers' Compensation - Statutory - in compliance with the Compensation Law of the State. Exception: Employers liability to be $1,000,000 when work is to be over water and involves maritime exposures.

§11.1.3.2 Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include all major divisions of coverage for bodily injury and property damage, and be on a comprehensive basis, including:

.1 Premises - Operations;
.2 Broad Form Contractual Liability;
.3 Products and Completed Operations;
.4 Use of Contractors and Subcontractors/Independent Contractors Protective;
.5 Personal Injury with employment exclusion deleted;
.6 Broad Form Property Damage;
.7 Explosion, Collapse and Underground (XCU) Coverage;
.8 Owner's and Contractor's Protective;
.9 Excess umbrella.

NOTE: On the certification of insurance, under the description of operations, the following wording is required: THE AGGREGATE LOSS LIMIT APPLIES TO EACH PROJECT, or a copy of ISO form CG2503 (Current form approved for use in Louisiana) shall be submitted.

COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED

Type of Construction	Projects Under **$100,000**	Projects $100,001 - **$1,000,000**	Projects Over **$1,000,000**
New Buildings:			
-Each Occurrence/ Minimum Limit	$500,000	$1,000,000	$3,000,000
-Aggregate (Applicable to this Contract ONLY)	$500,000	$1,000,000	$3,000,000
Renovations: ***The building(s) value for this Project is:*** **$_____**			
-Each Occurrence/ Minimum Limit	$500,000*** (Depends on Building Value)	$1,000,000*** (Depends on Building Value)	$3,000,000*** (Depends on Building Value)
-Aggregate (Applicable to this Contract ONLY)	$500,000*** (Depends on Building Value)	$1,000,000*** (Depends on Building Value)	$3,000,000*** (Depends on Building Value)

****While the minimum combined single limit of $500,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at $1,000,000 intervals and rounded to the nearest $1,000,000. Example: Renovation on $33,000,000 building would require $3,000,000 minimum combined single limit of coverage. Maximum limit required is $5,000,000.00 regardless of building value.*

Init.
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§11.1.3.3 Business Automobile Liability Insurance with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

.1 Owned automobiles;
.2 Hired automobiles;
.3 Non-owned automobiles.

§11.1.3.4 An Umbrella Policy may be used to meet minimum requirements.

§11.1.4 All property losses shall be made payable to and adjusted with the Owner.

§11.1.5 All policies of insurance shall be approved by the contracting Owner prior to the inception of any work.

§11.1.6 Other insurance required is as follows:

§11.1.6.1 Owner's Protective Liability Insurance shall be furnished by the Contractor and naming the State of Louisiana as the Insured.

	Projects Under **$100,000**	Projects $100,001- **$1,000,000**	Projects Over **$1,000,000**
CGL - Each Occurrence	$500,000	$1,000,000	$3,000,000

§11.1.6.2 ASBESTOS ABATEMENT LIABILITY
(required when asbestos abatement is included in the work)

The Contractor or Subcontractor who will be doing the asbestos abatement as outlined in this Contract shall obtain and maintain such liability coverage for the asbestos abatement hazard and exposure with minimum limits of $1,000,000 per occurrence for the duration of the project. The policy shall name the State of Louisiana, all State departments, agencies, boards and commissions as an additional insured for the project. The policy shall be written on an "occurrence" form without a sunset clause. Claims-made coverage is unacceptable. The insurance company shall have an A.M. Best rating of at least A-:VI or better.

§11.1.7 If, at any time, any of the said policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Owner, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as hereinabove provided.

Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor/Subcontractor concerning indemnification. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

§11.1.8 RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR
Neither the acceptance of the completed work nor payment therefor shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

§11.1.8.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements.

If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

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§11.1.8.2 If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of the Owner, the Owner may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

§11.1.8.3 All policies and certificates of insurance shall be approved by the contracting agency prior to the inception of any work.

(Paragraph deleted)

§11.1.9 SUBCONTRACTORS

Contractor is responsible for all Subcontractors and Sub-subcontractors performing the Work. Contractor shall require Subcontractors and Sub-subcontractors to carry insurance of the same character and in the same amounts as the Contractor, unless the Owner and Contractor agree that reduced coverages are adequate because of the nature of the subcontracted work. Contractor shall obtain Certificates of Insurance from the Subcontractors and Sub-subcontractors evidencing that all of the insurance required herein is in full force and effect. Subcontractors and Sub-subcontractors shall not commence any Work required by these Contract Documents prior to providing the Contractor with the valid and effective Certificate(s) of Insurance required herein. Contractor shall keep such Certificates of Insurance in safekeeping, and provided copies to the Owner and/or the Architect upon request.

(Paragraphs deleted)

§11.1.10 CERTIFICATES OF INSURANCE/VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with certificates of insurance evidencing all of the insurance coverage required by this Article 11. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates of Insurance are to be received and approved by the Owner before work commences. The certificates of insurance must also contain the following in the "Description of Operations" section:

If the contractor is a General Contractor, then so state.

If the contractor is a specialty contractor, then so state and provide the list of specialties for which the contractor is insured.

Contractor shall provide said certificates of insurance within ten (10) calendar days of the execution of the Contract between the Owner and the Contractor. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

§11.2 INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

(Paragraph deleted)

§11.2.1 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

(Paragraph deleted)

§11.2.1.1 Insurance Services Office Commercial General Liability coverage ("occurrence") form CG 0001. (Current form approved for use in Louisiana.) "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

§11.2.1.2 Insurance Services Office form number CA 0001 (Current form approved for use in Louisiana.) covering Automobile Liability. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired

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and non-owned coverage is sufficient.

(Paragraph deleted)
§11.2.1.3 Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

§11.2.2 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

§11.2.2.1 Commercial General Liability: insurance coverages must be provided in amounts set forth in Article 11.1.3.2 above.

(Paragraphs deleted)
§11.2.2.2 Automobile Liability: insurance coverage must be provided in amounts set forth in Article 11.1.3.3 above.

§11.2.2.3 Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

§11.2.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

§11.2.4 OTHER INSURANCE PROVISIONS

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

§11.2.4.1 GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

§11.2.4.1.1 The Owner, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers.

It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

§11.2.4.1.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, officials, employees, Boards and Commissions or volunteers.

§11.2.4.1.3 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

§11.2.4.2 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE
The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, Boards and Commissions, and volunteers for losses arising from work performed by the Contractor for the Owner.

§11.2.4.3 ALL COVERAGES
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

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§11.2.5 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement may be waived, at the Owner's discretion, for the workers' compensation coverage.

§ 11.3 PROPERTY INSURANCE

(Paragraphs deleted)

§11.3.1 The Contractor shall purchase and maintain property insurance upon the entire work included in the Contract for an amount equal to the greater of the full-completed value or the amount of the construction Contract including any amendments thereto . The Contractor's policy shall provide "ALL RISK" Builder's Risk insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and 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 those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects **North** of the Interstate Corridor beginning at the Texas - Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana - Mississippi border. Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total Contract cost per occurrence. Coverage for roofing projects shall **not** require flood coverage. On projects **South** of this corridor, flood coverage shall be provided by the State of Louisiana, as the Owner, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the $5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project, or the date of Final Payment, whichever is later.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the Contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interests may appear. The Contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures 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 State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees 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, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will 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 of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

§11.3.2 The Contractor shall be responsible for any damage or loss not covered under the builder's risk policy to any and all materials, supplies or equipment after delivery to the site by the Contractor or its suppliers, whether paid by the Owner or not, and whether prior to or after installation into the building structure (*i.e.*, loss due to theft or damage while handling).

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§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish and pay for a Performance Bond and a Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the Surety's agent or attorney-in-fact, each in an amount equal to 100% of the Contract amount. The Bonds shall be in favor of the State of Louisiana, Department of Education.

(Paragraph deleted)

§11.4.1.1 In order to be qualified to underwrite a Performance Bond and a Payment Bond securing the Contract, the Surety must be currently listed on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the Contract amount, OR must be an insurance company domiciled in Louisiana. If the Surety is not listed on the Treasury List, and has less than an "A-" rating (as shown in the latest edition of A.M. Best's Key Rating Guide) the maximum Contract amount for which that Surety may provide a Bond is $500,000, or fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance), whichever is less. If the Surety is not listed on the Treasury List, and has at least an "A-" rating or better (as shown in the latest edition of A.M. Best's Key Rating Guide), the maximum Contract amount for which that Surety may provide a Bond is fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance).

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

§11.4.3 Bonds shall be in the form furnished by the State of Louisiana, Department of Education, entitled PERFORMANCE AND PAYMENT BOND, copies of which are included in the Bidding Documents.

§11.4.4 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.

§11.4.5 If at any time a Surety on any such Bond is declared bankrupt or loses its right to do business in the State in which the Work is to be performed or is removed from the U.S. Treasury List or otherwise fails to meet the requirements set forth in Section 11.4.1, the Contractor shall, within two (2) calendar days of becoming aware of same, notify the Owner of such event, and also shall, within five (5) calendar days of becoming aware of same, substitute an acceptable Bond in such form and sum and signed by a replacement Surety or sureties, which Surety/Sureties shall be satisfactory to the Owner. The premiums of such Bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new Surety or sureties shall have furnished an acceptable Bond to the Owner.

§11.4.6 Every Bond under this Paragraph must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond.

§11.4.6.1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents, other than any change in Work which exceeds twenty (20%) percent of the Contract Sum. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the surety of such matters is hereby waived.

§11.4.6.2 Surety further agrees that in the event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default. Such notice of default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the Owner.

§11.4.6.3 Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner as their interests may be given.

§11.4.6.4 Surety agrees that it is obligated under the bond for payment of any liquidated damages owned to the Owner by Contractor.

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§11.4.7 The Surety shall be bound *in solido* with the Contractor. The executed bonds, together with the bonding agent's power of attorney, shall be furnished to the Owner along with executed Contract Documents and the number of copies reasonably required by him. The Contractor shall deliver the required bonds to the Owner no later than the date of execution of the Contract Documents.

§11.4.8 Additional performance and payment bonds may be required by the Owner, in the Owner's sole discretion from any Subcontractor whose Subcontract exceeds ONE HUNDRED THOUSAND ($100,000.00) DOLLARS. The Owner shall pay for any premiums charged for obtaining required Subcontractor bonds by executing a Change Order which shall increase the Contract Sum in an amount equal to such premiums. All such bonds shall be in form and substance satisfactory to the Owner in the Owner's sole judgment.

§ 11.4.9 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.

§11.4.10 RECORDATION OF CONTRACT AND BOND[LA. R.S. 38:2241A(2)]

The Contractor shall record, within thirty (30) days of Commencement of the Work, the Contract Between Owner and Contractor and the Performance and Payment Bonds with the Clerk of Court in the Parish in which the work is to be performed. The Contractor shall provide written evidence of such recordation to the Owner. Should the Contractor fail to do so, the Owner may do so at the Contractor's expense.

§11.4.11 RECORDATION OF CERTAIN CHANGE ORDERS [LA.R.S. 38:2222]

The Contractor SHALL record EACH change order to the Contract Between Owner and Contractor or to a contract for materials and supplies that meets the following criteria. The change order:

(1) adds an amount of ten percent or more of the original contract amount, AND
(2) the additional amount is at least ten thousand dollars.

Additionally, the Contractor SHALL record ALL change orders to the Contract Between Owner and Contractor or to a contract for material and supplies that meet the following criteria. ALL change orders which:

(1) aggregate to an amount of twenty percent or more of the original contract amount, AND
(2) the additional amount is at least ten thousand dollars.

If not previously recorded, the original Contract Between Owner and Contractor shall be recorded together with the change orders. The change order or orders shall be recorded in the office of the recorder of mortgages in the parish where the work is to be done or, if not a public work, in the office of the recorder of mortgages where the entity is domiciled. The change orders must be recorded not later than thirty (30) days after the date of the change order which requires that the recordation take place.

§11.4.12 RECORDATION OF CERTAIN CHANGE ORDERS [LA.R.S. 39:1557.1]

The Contractor SHALL record EACH change order to the Contract Between Owner and Contractor governed by the Louisiana Procurement Code that meet the following criteria. The change order:

(1) adds an amount of ten percent or more of the original contract amount, AND
(2) the additional amount is at least ten thousand dollars.

Additionally, the Contractor SHALL record ALL change orders to the Contract Between Owner and Contractor or to a contract for materials and supplies that meet the following criteria. ALL change orders which:

(1) aggregate to an amount of twenty percent or more of the original contract amount, AND
(2) the additional amount is at least ten thousand dollars.

If not previously recorded, the original Contract Between Owner and Contractor shall be recorded together with the change orders. The change order or orders shall be recorded in the office of the recorder of mortgages in the parish where the work is to be done OR where the entity is domiciled. The change orders must be recorded not later than thirty (30) days after the date of the change order which requires that the recordation take place.

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 and/or Owner'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.

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§ 12.1.2 If a portion of the Work has been covered that the Architect and/or Owner has not specifically requested to examine prior to its being covered, the Architect and/or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it, at the Contractor's sole expense, promptly after receipt of written notice from the Owner and/or Architect to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner or the Architect shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner or the Architect 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. This waiver only applies to the Owner's specific right to have the Contractor perform the work necessary to correct the nonconforming work. Any failure on the part of the Owner to notify the Contractor as provided herein shall not operate as a waiver of the Owner's right to claim monetary damages from the Contractor for the nonconforming Work, shall not operate as a waiver of the Contractor's liability for same, and shall not operate as a waiver of any warranties provided in the Contract Documents or by law relative to the nonconforming Work. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4. Reasonable time for purposes of this Section means that the Contractor must commence correction of the Work within ten (10) days of receipt of the written notice from the Owner or Architect to correct the Work, and Contractor must continue such correction with diligence and promptness until the Work is complete. Additionally, if the Contractor fails to correct nonconforming or defective Work, the Owner may hold the Contractor in default. If the Owner holds the Contractor in default, the Surety shall be notified. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future State contracts.

§ 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, whether completed or partially completed, of the Owner or separate contractors 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

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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.

§12.2.6 The Owner shall have the right to operate nonconforming equipment until defects are corrected and warranties met, and shall have right to operate rejected equipment until it is replaced, without charge for depreciation, use or wear.

§ 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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

(Paragraph deleted)

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§13.4.3 The Agreement, the Contract Documents and any and all claims or causes of action arising out of or related to the Project and/or the Contract Documents shall be governed by the laws of the State of Louisiana, without regard to its conflicts of laws principles.

§13.4.4 The Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole and exclusive jurisdiction and venue over any action arising out of or related to the Agreement, the Project, and/or the Contract Documents, with no right to a trial by jury, and with specific and informed waiver of any right to a trial by jury. In the event of diversity for purposes of federal court jurisdiction or any other cause of action that may allow for federal court jurisdiction or venue, the Contractor, its Surety, its Sub-contractors and suppliers all specifically waive the right to file, transfer or try in federal court any claim or cause of action arising out of or related to this Contract, the Project, and/or the Contract Documents, in favor of the sole and exclusive jurisdiction and venue in the Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public

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authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and/or Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect and the Owner of when and where tests and inspections are to be made so that the Architect and/or Owner may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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 and Owner.

§ 13.5.5 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.

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

§13.5.7 The Contractor shall reimburse the Owner for services provided by the Architect in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear no interest.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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; or

.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.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed, including reasonable overhead and profit on that portion of the Work properly executed, installed, performed or completed. The Contractor shall not be entitled to recover profit or overhead for any portion of the Work of the Contract that has not been executed, installed, performed or completed. The Contractor shall not be entitled to recover consequential damages or attorneys fees.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents; or
- .5 fails to complete the Punch List within the time specified in Section 9.8.6.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written 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 Contractor or 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, but only to the extent earned by 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 Termination by the Owner under this Article will not relieve the Contractor and/or Surety of its obligations under the liquidated damages provisions of the Contract Documents, and the Contractor and/or Surety shall be liable to the Owner for liquidated damages as provided in the Contract Documents.

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§ 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 as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. The Contractor shall not be entitled to recover consequential damages or attorneys fees. 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 written 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 Contractor shall be entitled to receive payment for Work executed, actual costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed. The Contractor shall not be entitled to recover consequential damages or attorneys fees.

§ 14.5 SUSPENSION BY OWNER FOR CAUSE

If, after consultation with the Architect, the Owner believes suspension of the Work is warranted by reason of unforeseen conditions which may adversely affect the quality of the Work if such Work were continued, or for other good cause, the Owner may suspend the work by written notice to the Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum may be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension. The Contractor shall not be entitled to recover consequential damages or attorneys fees.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a written demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be initiated by written notice. Verbal communications shall not constitute claims.

§ 15.1.2 NOTICE OF CLAIMS

§ 15.1.2.1 Claims by either the Owner or Contractor must be initiated by written 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 must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.2.2 In the case of claims arising out of Concealed or Unknown Conditions which have been referred to the Architect for investigation and written recommendation or determination, as set forth in Section 3.7.4, including differing site conditions, the Claim under this Article 15 must be initiated within 21 days of the date of the Architect's written recommendation or determination regarding such Concealed or Unknown Condition.

§ 15.1.2.3 A general "Reservation of Rights" and similar stipulations without specific identification of the underlying

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related Claim shall not be recognized under this Contract as a Claim, and shall have no effect.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment only with the express written approval of the Owner.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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. A Claim for an increase in the Contract Time will only be considered for critical path activities, as identified on the approved baseline schedule required by Section 3.10.2.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. An increase in the Contract Time due to weather shall not be cause for an increase in the Contract Sum.

§ 15.1.5.3 The Contract Time already considers the following reasonably anticipated days of adverse weather, on a monthly basis. These days are presented below on monthly basis for informational purposes only. Said monthly presentation does not give the Contractor the right to assert Claims for additional time due to weather delays on a monthly basis.

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

§ 15.1.5.4 The Contractor shall report to the Owner total adverse weather days incurred each month.

§ 15.1.5.5 The time stipulated for Substantial Completion of the Work includes the anticipated delays due to normal adverse weather conditions for the months encompassed in the Project duration which are stated in Section 15.1.5.3 above. The Contractor shall not be allowed to make a Claim for additional Time due to weather delays until and unless such weather delays exceed the TOTAL reasonably anticipated adverse weather delays, for the entire contract duration, stated in Section 15.1.5.3 above. Contractor's request will be considered only for the days over the reasonably anticipated days of adverse weather stated above. In order to make a Claim for additional Time to do adverse weather, the Contractor shall:

§ 15.1.5.5.1 Document, in writing, that the cumulative total of actual adverse weather delays exceed the TOTAL reasonably anticipated adverse weather delays stated in Section 15.1.5.3 above.

§ 15.1.5.5.2 Document, in writing, that the weather on each particular day of claimed adverse weather was of such nature (rain, wind, snow, ice, and subsequent resultant effects) that it significantly impacted Contractor's ability to make progress on critical path work items. Adverse weather delay days will not be granted for weekends or holidays unless Contractor can demonstrate that it had been and intended to work on these days.

§ 15.1.5.5.3 The Contractor's first Claim for additional Time due to adverse weather may not be submitted until after the cumulative total of actual adverse weather days exceed the allowable days as stated in Section 15.1.5.3 above. That claim must be submitted within 7 days of the end of the month in which that cumulative total is first exceeded. Thereafter, Contractor shall submit any Claims for additional time due to adverse weather on a monthly

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basis, within 7 days of the end of the month.

§ 15.1.5.5.4 Summarize the number of adverse weather delay days claimed for the entire month with each month's Application for Payment.

§ 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Section 10.3, and, to the extent stated, Section 10.4, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, if the parties have mutually agreed in writing to mediation as an acceptable form of dispute resolution, and if not, 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 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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§ 15.2.6 If the parties mutually agree in writing to participate in mediation as a form of dispute resolution prior to instituting litigation, either party may file for mediation of an initial decision, after said mutual agreement. The party seeking mediation of an initial decision must file for mediation in writing within 60 days of the initial decision. Failure to do so results in waiver of that party's right to mediate the initial decision, but such initial decision may still be subject to litigation.

(Paragraph deleted)

§ 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, and may do so prior to the time the Initial Decision Maker renders an initial decision. .

§ 15.3 MEDIATION

§ 15.3.1 If the parties mutually agree in writing to mediation as an acceptable form of dispute resolution, claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.5 and 15.1.6, may be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties may resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

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

(Paragraphs deleted)

ARTICLE 16 EQUAL OPPORTUNITY

§ 16.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex or national origin. The Contractor shall take steps to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, religion, color, sex, 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 setting forth the policies of nondiscrimination.

§ 16.2 The Contractor and all Subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

ARTICLE 17 PREFERENCE TO LOUISIANA RESIDENTS

§ 17.1 As authorized by La. R. S. § 38:2225.1(A), not less than eighty (80%) percent of the persons employed in fulfilling this Contract shall be residents of the State of Louisiana.

§ 17.2 This requirement shall apply to Contractor, its subcontractors and all lower-tier subcontractors. Contractor shall require the same of all of its subcontractors, shall include an identical provision in all of its subcontracts, and shall require all subcontractors to require the same of all of their subcontractors.

§ 17.3 Contractor shall provide a notarized Certification to Owner, with a copy to the Program Manager, within ten (10) days of Contractor's execution of the Contract, attesting that it is in compliance with the requirements of this Article 17. Thereafter, Contractor shall provide an updated notarized Certification to Owner, with a copy to the Program Manager, on the first day of each calendar year quarter (i.e. January 1, April 1, July 1 and December 1).

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Contractor shall require the same of all of its subcontractors, shall include an identical provision in all of its subcontracts, and shall require all subcontractors to require the same of all of their subcontractors.

§ 17.4 Owner and its duly authorized representatives shall have access to any books, documents, papers and records, including electronic records of Contractor, its subcontractors and all lower tier subcontractors in order to verify that the requirements of this Article have been met. Contractor shall require the same of all of its subcontractors, and shall include an identical provision in all of its subcontracts, and shall require all subcontractors to require the same of all of their subcontractors.

(Paragraph deleted)

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

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~~Documents do not include the~~ The Contract Documents shall include the Bidding Documents, as listed in the Instructions to Bidders, including, without limitation, the advertisement or invitation to bid, Instructions to Bidders, ~~sample forms,~~ all sample forms included in the Project Manual,, all completed forms submitted by the Contractor as required by the Instructions to Bidders, the Contractor's Bid Package/Proposal, other information furnished by the Owner in anticipation of receiving bids or proposals, ~~the Contractor's bid or proposal, or portions of~~ and Addenda relating to bidding requirements.

...

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 Contractor and the Owner's representative; (3) between the Owner and a Subcontractor or a Sub-subcontractor, ~~(3)~~ (4) between the Owner and the Architect or the Architect's consultants or ~~(4)~~ (5) 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.

...

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2. Unless explicitly stated otherwise in Section 6.1 of the Agreement, the Architect will serve as the Initial Decision Maker.

§ 1.1.9 PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the Bidding Documents, the bidding requirements, the Advertisement for Bids, the Instructions to Bidders, sample forms, the Agreement, the Conditions of the Contract and Specifications. The Project Manual may exist in electronic format only, or in paper format, or both.

§ 1.1.10 DAYS

All references to days in the Contract Documents shall mean calendar days, and not business days.

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§ 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~~ 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.

~~**§ 1.2.2** 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.~~

§ 1.2.2 In the event of any conflict among the Contract Documents, the provisions with the more stringent requirements requiring the better quality or greater quantity of the Work shall be estimated upon and provided. If application of the preceding sentence is not sufficient to resolve the conflict, then the following sentence shall also be applied: the more specific and more detailed descriptive information shall take precedence over the general and less detailed descriptive information. Any work, labor, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce a functionally complete Project or Work or part thereof shall be supplied by the Contractor whether or not specifically stated in the Contract Documents. In the case of uncertainty or doubt, the Contractor shall promptly request, in writing, clarification from the Architect. The Contractor shall request

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such clarification in sufficient time to avoid delays and additional costs, in accordance with the provisions of Section 4.2.11

§ 1.2.3 Any references in the Contract Documents to standard specifications, manuals, or codes of any technical society, organization, or association or to the laws, statutes or regulations of any governmental body, whether such reference is specific or by implication, shall mean those in effect on the date and time of the opening of the bids, or, in the absence of bids, those in effect on the date the Agreement is executed.

§ 1.2.4 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.

§ 1.2.5 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.

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§ 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.~~ authorization, except adjustments in the Contract Sum or Contract Time. Adjustments in the Contract Sum and/or adjustments in the Contract Time shall require the express written approval of the Director of Capital Improvements, Recovery School District, Louisiana Department of Education. 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. All communications and notices required in the Contract Documents to be given to the Owner, whether written or oral, shall also be given, at the same time and in the same manner, to the Owner's representative.

...

~~**§ 2.2.1** Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

§ 2.2.3 The Owner ~~shall~~ may, but is not required to, 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.~~ Any such surveys provided by the Owner are for reference only, and the Owner shall not be liable for the accuracy of any of the information contained therein. The Contractor is responsible for and shall obtain, in advance of performing any Work, its own surveys, and shall obtain and use in the performance of the Work any and all surveys that are necessary for the safe and accurate completion of the Work.

...

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

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If the Contractor fails to correct ~~Work~~ Work, or any portion thereof, 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~~ Work, or any portion thereof, in accordance with the Contract Documents, or fails or refuses to provide a sufficient amount of properly skilled, supervised and coordinated labor, materials, or equipment so as to complete the Work, or any portion thereof, within the Contract Time, 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.~~entity. Stoppage of the Work, or any portion thereof, by the Owner pursuant to this Section shall not give rise to a claim by the Contractor for delay or for any extension of the Contract Time.

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If the Contractor defaults or neglects to carry out the ~~Work~~ Work, or any portion thereof, in accordance with the Contract Documents and fails within a ten-day period after receipt of written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect.~~ If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 OWNER'S RIGHT TO AUDIT AND REQUIRE RECORD RETENTION

2.5.1 The Contractor shall keep full and accurate records of all costs incurred and items invoiced in connection with the Work, and shall keep and maintain all records related to this Project, for a period of five (5) years after Final Payment, or five (5) years after Grant close-out, as described further in Section 3.23.2 below, whichever is longer. Such records shall be open to audit by the Owner or its authorized representatives, and the Legislative Auditor for the State of Louisiana during the performance of the Work and during the referenced five (5) year period.

2.5.2 For Projects that are funded in full or in part with Federal or State funds, the Contractor shall maintain all records associated with said Project for five (5) calendar years after the Federal or State Grants associated with said Project have been closed by the respective Grantor agency. Due to the possibility of multiple funding streams for a single Project, the Contractor may be subject to multiple Grant close-out periods. The Grantor agency will notify the Owner when close-out is complete. The Owner will then notify the Contractor when close-out is complete and when the five (5) year retention period or periods commence.

...

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be ~~lawfully licensed, if required in the jurisdiction where the Project is located.~~ licensed and authorized to do business in the State and Parish where the Project is located. The requirements to be licensed and authorized to do business in the State and Parish where the Project is located shall apply to every General Contractor doing business with the Owner, regardless of the size of the Project/Contract Sum. 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.

...

§ 3.1.3 The Contractor shall not be relieved of any 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, by activities of the Owner, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. Quality control (i.e. ensuring compliance with the Contract Documents) is the responsibility of the Contractor. Any testing, observations and/or inspections that the Owner may, at its option, choose to perform for quality assurance (i.e. to ascertain compliance with the Contract Documents) or other purposes are solely for the benefit of the Owner, and do not relieve the Contractor of any of its obligations.

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§ 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. Execution of the Contract by the Contractor is a further representation that Contractor thoroughly understands the intent and purpose of the Contract Documents and their requirements.

§ 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 2.2.3, 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~~ The Contractor is solely responsible for providing a safe place for the performance of the Work. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or for any improvements located on the site. Contractor shall comply with the provisions of the Louisiana Underground Utilities and Facilities Damage Prevention Law, La. R.S. § 40:1749.11 et seq., prior to performing any portion of the Work which may require excavation, including but not limited to pile driving, digging, auguring, boring, backfilling, dredging, compressing, plowing-in, trenching, ditching, tunneling, land leveling, grading and or mechanical probing. Damage to underground utilities caused by Contractor or anyone performing work for or on behalf of Contractor shall be repaired at Contractor's sole cost and expense. Such damage must be reported immediately to the Architect and the Owner. These requirements regarding utilities shall apply in all cases, regardless of whether or not utilities are shown 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~~ 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 2.2.3, 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. If a dimensional discrepancy exists, Contractor shall take field measurements required for proper fabrication and installation of Work. Upon commencement of any item of Work, Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make Work properly fit at no additional cost to Owner. 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 nonconformity~~ and Owner 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.

§ 3.2.4 ~~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 make 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 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~~ The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, ~~and lawful orders of public authorities.~~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.

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§ 3.2.6 Contractor shall carefully study and compare Contract Documents with existing conditions at Project site and shall at once report in writing to Architect and Owner any error, inconsistency, or omission that may be discovered, or any materials, systems, procedures, or methods of construction, either shown on the Drawings or specified, which is suspected may be incorrect, inadequate, obsolete, or unsuitable for purpose intended, or which would not be able to receive the specified warranty. Contractor shall not proceed with any Work in such areas until written instructions are received from the Architect.

§ 3.2.7 Failure to report a conflict or discrepancy in the Contract Documents shall result in the Contractor being responsible and liable to the Owner for the additional costs and damages that would have been avoided had Contractor reported the conflict or discrepancy.

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§ 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. In the event the Owner and/or Architect notify the Contractor of any such acts or omissions, Contractor shall immediately cure such acts or omissions, and the results thereof. Notwithstanding the foregoing, the Owner shall have no duty to discover said acts or omissions.

...

§ 3.3.4 Before ordering any material or performing any work, Contractor shall verify dimensions and check conditions in order to ensure that they properly reflect those on the Drawings. Any inconsistency shall be brought to attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions, of which Architect was not notified beforehand, costs to correct such discrepancies shall be borne by the Contractor.

§ 3.3.5 Contractor shall establish the building grades, lines, levels, column, wall and partition lines required by the various subcontractors in laying out their work in accordance with the Contract Documents.

§ 3.3.6 Building materials to be incorporated into the Work shall either be certified, in writing, by the manufacturer to be asbestos free or be inspected and tested by accredited testing laboratories and certified to be free of asbestos content in accordance with the applicable federal standards, including but not limited to the Asbestos Hazard Emergency Response Act (AHEARA) and the Toxic Substance Control Act (TSCA). "Asbestos" includes Asbestiform, Tremolite, and Actinolite. Copies of test reports shall be furnished to the Architect and the Owner. Material discovered to contain asbestos shall be removed immediately at the Contractor's sole cost and expense using current standards of the Louisiana Department of Environmental Quality (LDEQ).

§ 3.3.7 On trench excavations in excess of five feet in depth, Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures in accordance with State regulations and OSHA 1926.652-.653. Contractor shall engage the services of a qualified engineer, licensed to practice in the state where the Project is located, to prepare detailed plans and specifications directing Contractor in safe execution of trenching and shoring.

...

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. Failure to schedule the ordering of any item shall not constitute a valid reason to support a request for substitution.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Any such persons shall be immediately removed from the Project site, and not allowed to work thereon. For a Project site that includes a school in session with children present in or adjacent to the Project, the Contractor shall take any and all reasonable and lawful measures to ensure that its employees and its Subcontractors and their employees have not been convicted or pled nolo contendere to any crime listed in La. R.S. 15:587 or any other crime involving moral turpitude. All of Contractor's employees, subcontractors and all other persons carrying out any Work required by the Contract Documents shall wear appropriate identification tags of standard size on their clothing at all times when on the Project site. Said identification tags shall include, at a minimum, the person's name, employer and that employer's role on the Project (i.e., Contractor , Subcontractor, etc.).

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The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and ~~new~~ new, unless the Contract Documents ~~require or permit~~ expressly state 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.~~ defects. Work, materials, or equipment not conforming to these requirements ~~may~~ shall 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,~~ Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranty shall also include any and all warranties, both implied and express, provided under applicable law.

...

~~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.~~**§ 3.6.1** Unless exempt therefrom, as 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.

§ 3.6.2 The Contractor is informed that La. R.S. 47:301(8)(c) exempts the State of Louisiana, cities, parishes and other political subdivisions and their agencies, boards and commissions from state and local sales and use taxes. The Contractor is hereby made aware that materials and equipment which are affixed to and made a part of the Project such that they become immovable property and permanently incorporated into the Project or Work may qualify for the exemption. The Contractor shall execute any documentation required to effectuate this exemption. The Contractor is still responsible for payment of all taxes on nonexempt items necessary in the construction of the Project.

§ 3.6.3 In accordance with La. R. S. 47:301(8)(c), the Contractor shall not pay any State or local sales taxes or State or local use taxes on materials and equipment which are affixed to and made a part of the real estate of the Project or Work (hereinafter referred to as "exempt items").

§ 3.6.4 All purchases of "exempt items'' for the Project shall be made by the Contractor on behalf of and for the State of Louisiana, Department of Education, Recovery School District.

§ 3.6.5 The Contractor and all Subcontractors shall record all purchases of materials and equipment to be permanently installed or permanently incorporated into the Work. Preparing, maintaining and preserving these records shall be in accordance with applicable State laws and local ordinances and resolutions except that the records shall be preserved for not less than three (3) years from date of Final Payment. In addition to making the records available to the Louisiana Department of Revenue and Taxation and/or local taxing authorities, copies of the records shall also be made available to the Owner upon request.

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§ 3.6.6 The Contractor and all Subcontractors shall pay all other taxes which are required to be paid on materials, equipment and services supplied or purchased by the Contractor or Subcontractors for use on the Project.

§ 3.6.7 A separate contract (Sales Tax Exemption Contract, in the form included with the Bidding Documents) shall be executed between the Owner and the Contractor on this Project, which will certify that the Contractor is an Agent of the Owner and therefore not subject to state and local sales or use taxes for the purchase of exempt items for the Project. After the Sales Tax Exemption Contract is executed, the Owner will furnish the Contractor a Louisiana Department of Revenue Form R-1020 entitled "Designation of Construction Contractor as Agent of Governmental Entity and Exemption Certificate" for use by the Contractor, Subcontractors, and Material Suppliers for the Project which is required by the State of Louisiana Department of Revenue and Taxation, Sales Tax Division.

§ 3.7
~~PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS~~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. Contractor shall be liable for any and all building permit review fees applicable to the Project.

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§ 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 ~~21~~ three (3) 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 in writing an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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Allowances shall not be made on any of the Work.

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

~~**§ 3.8.2** Unless otherwise provided in the Contract Documents,~~

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

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

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§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect and/or the Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner or the Architect requires additional time to review. Failure of the Owner or the Architect to reply 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 written consent, which shall not unreasonably be withheld or delayed.

...

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's ~~information~~ review and approval, a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall include with the schedule 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 duration, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. The revised schedules shall show a comparison to the original baseline schedule. No payments will be made before these schedules are received.

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§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. : If the Work is not on schedule, as determined by the Architect and/or the Owner, 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 Article 14.2

§ 3.10.4 Submittal by the Contractor of a schedule or other documentation showing a completion date for the 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.

...

§ 3.12.7 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. Should the Contractor, subcontractor or sub-subcontractor install, construct, erect or perform any portion of the Work without approval of any required submittal, the Contractor shall bear the responsibility for any costs and/or delays caused thereby, including but not limited to removal, replacement and/or correction of any and all items, materials and/or labor.

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~~The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~**§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor fully inspected the site prior to Contract award and accepts the areas for parking, storage and lay-down of materials and access to the site and understands and agrees that, unless otherwise provided in the Contract Documents,

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the Owner will not alter or interrupt any other operations at the Project site to accommodate the Work required by the Contract Documents.

§ 3.13.2 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage or unexplained disappearance of property of the Owner located in the areas of the Project to which the Contractor has access. The Contractor shall provide for security of the Owner's property located in the areas of the Project to which the Contractor has access to prevent any such loss, damage or injury.

§ 3.13.3 The Contractor, its subcontractor, any sub-subcontractors and each of their representatives shall not erect any signs on the Project site without the prior written approval of the Owner.

§ 3.13.4 The Contractor, its subcontractor, any sub-subcontractors and each of their representatives shall not permit any workers to use any existing facilities (lavatories, toilets, entrances or similar items) at the Project site other than those designated in the Contract Documents, without the prior written approval of the Owner.

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§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or 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. The Contractor shall not remove, injure, cut, alter or destroy trees, shrubs, plants or grass, unless otherwise provided elsewhere in the Contract Documents. For all areas affected by the Work, the Contractor is responsible for grounds up-keep, lawn mowing, weed control, grounds cleaning, and associated care and maintenance at least once every other week.

...

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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished ~~to the Architect.~~in writing to the Architect and the Owner.

...

§ 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~~ which would otherwise exist as to a party or person described in this Section 3.18.

...

§ 3.19 LOG OF CHANGES

The Contractor shall maintain a current log of all Requests for Information, Change Orders and Construction Change Directives at the site of the Project and shall provide the Owner and the Architect access to the same as requested. The Contractor shall also submit a copy of said logs to the Owner and the Architect on a monthly basis, not later than the tenth (10^{th}) day of the following month.

§ 3.20 FAILURE TO PERFORM WORK

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The Contractor shall be liable to the Owner for all costs and/or damages that the Owner incurs as result of the Contractor's failure to perform the Work, or any part thereof, in accordance with Contract Documents. Contractor's failure to perform shall also include, but not be limited to, the failure of its subcontractors and/or suppliers of any tier to perform. The Contractor's liability to the Owner shall include, but shall not be limited to (1) the increase costs of performance, including services of the Architect, the Owner's representative and other consultants, resulting from the Contractor's failure to comply with the Contract Documents; (2) costs of removal of defective or noncompliant work, (3) costs of corrective or warranty work; (4) costs of any Owner liability to third parties caused by Contractor's failure to perform the Work, or any part thereof; (4) costs of re-procurement; (5) attorney fees and related costs, including costs incurred in enforcing Owner's rights under the Contract Documents; and (6) liquidated and/or stipulated damages.

§ 3.21 LIENS

§ 3.21.1 The term "lien" as used in this Section 3.21 and in Article 9 of these General Conditions, and in Article 5 of the Agreement Between Owner and Contractor, AIA A101, refers to "claims" as provided in La. R.S. 38:2242, which authorizes "claimants" who perform work, labor, or provide materials or supplies for a public work to file "claims" with the governing authority. The term "lien" is used in the referenced sections instead of the word "claim" solely to avoid confusion with the "Claims" that may be filed by the Contactor and/or Owner pursuant to the Contract Documents, as provided in Article 15 of these General Conditions.

§ 3.21.2

In the event a Lien is filed by anyone in relation to the Work, the Owner shall have the right (1) to require the Contractor to furnish to the Owner a release of a Lien or claim that has been recorded by the person or entity filing the claim; (2) to require the Contractor to discharge the Lien by posting a bond with the Clerk of Court for the Parish of Orleans within five (5) calendar days of notice by the Owner to the Contractor; and/or (3) to retain out of any payment due or thereafter to become due an amount sufficient to indemnify the Owner against any Lien or claims of a Lien, including bond premiums and attorney fees, and to apply the same in such manner as Owner deems necessary to satisfy such claims and Liens.

§ 3.21.3

In the event such Lien is not discharged, the Contractor at its sole cost and expense, including attorneys fees, shall hold harmless and defend the Owner of and from any and all claims, lawsuits, causes of actions and demands of any person or entity asserting or claiming any right as a result of any Lien or claim, recorded or unrecorded, against the Contract Funds or the Owner's property. In the event such Lien is not discharged, the Contractor shall be deemed in default and the Owner shall have the right to terminate the Contract for said default. The Owner shall also have the right, but not the obligation, to bond said Lien (s), and Contractor shall be responsible for all costs incurred as a result thereof, including but not limited to, bond premiums and attorney fees.

§ 3.21.4

Prior to the receipt of any partial payment, or of Final Payment, Contractor shall provide the Owner a partial release or a final release, as appropriate, of all Liens and claims of any persons furnishing labor and/or materials to the Work. Contractor shall not receive Final Payment before providing to the Owner satisfactory evidence that there are no other Liens or claims whatsoever outstanding against the Work or Contract.

§ 3.22 WORK RELATED TO EXISTING FACILITIES

§ 3.22.1 The Contractor shall not perform Work in existing buildings that will interfere with normal school operations, teaching or normal traffic flow or produce excessive noise without forty-eight (48) hours advance written notice to the Owner, and then only with the Owner's written consent.

§ 3.22.2 All means of access shall be maintained at all times during school occupancy to comply with exit requirements in the NFPA 101 Life Safety Code.

§ 3.22.3 The Contractor shall not allow traffic or operations to encumber school vehicle or pedestrian traffic during school hours, to include before school and after school programs.

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§ 3.22.4 Any Work that the Contractor must perform after the opening of the school and/or while school is in session, caused by the failure of the Contractor to achieve timely Substantial Completion and/or timely Final Completion shall not interfere with the normal operations of the school. Contractor shall perform said Work at no additional expense to the Owner, and shall schedule said Work to occur outside of normal operating hours for the school, including performing said Work on nights and weekends, as may be required to complete the Project. This section shall not be construed to prohibit Contractor operations during normal school operating hours, but such operations may only be performed if, and only if, prior arrangements have been made and documented in writing between the Contractor and the Owner.

§ 3.23 ADDITIONAL RECORD REQUIREMENTS

§ 3.23.1 OWNER'S AND STATE'S RIGHT TO AUDIT; RELATED RECORD RETENTION

The Contractor shall keep full and accurate records of all costs incurred and items invoiced in connection with the Work, and shall keep and maintain all records related to this Project, for a period of five (5) years after Grant close-out, as described further in Section 3.23.2 below, or five (5) years after Final Payment, whichever is longer. Such records shall be open to audit by the Owner or its authorized representatives, the Legislative Auditor for the State of Louisiana and the Inspector General during the performance of the Work and during the referenced period extending to five (5) years after Grant close-out or Final Payment, whichever is later.

§ 3.23.2 REQUIRED RECORD RETENTION FOR FEDERAL AND STATE FUNDED PROJECTS

For Projects that are funded in full or in part with Federal or State funds, the Contractor shall keep and maintain all records associated with said Project for a period of five (5) calendar years after the Federal or State Grants associated with said Project have been closed out by the respective Grantor agency. Due to the possibility of multiple funding streams for a single Project, the Contractor may be subject to multiple Grant close-out periods. The Grantor agency will notify the Owner when close-out is complete. The Owner will then notify the Contractor when close-out is complete (which is when the five (5) year retention period or periods commence). However, any failure on the part of the Owner to provide Contractor with such notice shall not relieve Contractor of its record retention obligations set forth herein. It is the Contractor's obligation under this Contract to retain all records for the requisite time periods, and if the Contractor is uncertain of the status of the five (5) year retention period, it is the Contractor's obligation to inquire of the Owner and find out the status.

§ 3.23.3 CERTIFIED PAYROLLS

§ 3.23.3.1 The Contractor and all Subcontractors shall prepare and submit Certified Payrolls to the Owner and the Architect on a weekly basis. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock No. 029-005-00014-1) is available for this purpose and may be used. The General Contractor shall be responsible for the submission of copies of payrolls by all Subcontractors.

§ 3.23.3.2 Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract or Subcontract, and shall certify the following items.

.1 That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;

.2 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract or Subcontract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

.3 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract or Subcontract.

§ 3.23.3.3 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

§ 3.23.3.4 The falsification of any of the above certifications may subject the Contractor and/or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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§ 3.23.3.5 All payroll and basic records related thereto regarding the Project shall be maintained by the Contractor and all Subcontractors for a period of five (5) calendar years after Final Payment, or five (5) years after Grant close-out, as described further in Section 3.23.2 above, whichever is longer. Such records shall contain for each worker, at a minimum, name, address, last four digits of social security number, correct classification, hourly rate of wages paid (including rates for fringe benefits), daily and weekly hours worked, deductions made, and actual wages paid.

§ 3.23.3.6 The Contractor and/or Subcontractor shall make the records required under this Section 3.23.3 available for inspection, copying, or transcription by authorized representatives of the Grantor Agency or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Grantor Agency or its designee may, after written notice to the Contractor, Subcontractor, sponsor, applicant or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

§ 3.24 FEDERAL COMPLIANCE PROVISIONS

Contractor and all Subcontractors shall comply with all of the requirements set forth in the Federal Compliance Provisions for Construction Contracts, which are hereby made part of the Contract Documents for this Project, a copy of which is included in the Project Manual.

§ 3.25 DBE PROVISIONS

Contractor and all Subcontractors shall comply with all of the requirements set forth in the Disadvantaged Business Enterprise, Equal Employment and Affirmative Action Provisions for Recovery School District Construction Contracts ("DBE Provisions"), which are hereby made part of the Contract Documents for this Project, a copy of which is included in the Project Manual.

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

...

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect ~~as to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect.

...

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date ~~the Architect issues the final Certificate for Payment.~~ that both Final Completion on the Project is achieved and the Owner makes Final Payment to the Contractor. The Architect shall remain an Owner's representative with the Owner's concurrence as needed from time to time during the one year period for correction of the Work described in Article 12.2. 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~~ Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since

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these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) ~~known~~ deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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.

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Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect and/or the Owner's representative about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Work as provided in Sections 4.2.2 and 4.2.3, and of 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.

...

§ 4.2.7 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 as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, 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, unless otherwise specifically stated by the Architect, 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~~ may, with the approval of the Owner, authorize 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.

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§ 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents. There will be no restriction on the Owner having a representative, or on the Owner's choice or selection of the Owner's representative.

...

§ 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

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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.~~either.

...

§ 5.1.2 All Subcontractors and Sub-subcontractors as defined in sections 5.1.1 and 5.1.2 above shall be lawfully licensed as required by Louisiana state and local laws.

§ 5.2.1 Unless otherwise ~~stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of~~ required by the Contract Documents, the Contractor shall furnish at the Pre-Construction Conference, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each ~~principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.~~of the principal portions of the work. No Contractor payments shall be made until this information is received.

§ 5.2.2 The Contractor shall be responsible for the selection of all subcontractors, suppliers, manufacturers and other labor or material suppliers, and shall make such selections in light of the requirements of the Drawings, Specifications and other Contract Documents. However, 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.~~which the Owner has made timely objection. The Contractor shall be solely responsible for the performance of all such parties. 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 non-performance of such parties, or due to replacement of same.

§ 5.2.3 ~~If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~The Contractor shall notify the Owner and Architect when a subcontractor is to be changed and substituted with another subcontractor. Such notification shall be provided to the Owner and Architect at least five (5) calendar days prior to the proposed substitution.

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

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§ 5.4 ~~CONTINGENT ASSIGNMENT OF SUBCONTRACTS~~OPTIONAL ASSIGNMENT OF SUBCONTRACTS

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

~~**.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and~~In the event the Owner terminates the Contract with the Contractor for cause pursuant to Section 14.2, the Owner may, at its sole discretion, and with no obligation to do so, accept an assignment from the Contractor of one or more then-existing subcontract agreements for a portion of the Work.

.1 Such assignment shall only become effective by a written Agreement signed by the Owner.

.2 ~~assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.~~

~~When the Owner accepts the~~ Such assignment shall be under the terms and conditions expressly accepted by the Owner in a signed writing, and no other terms and conditions shall be imposed by implication.

.3 Before accepting any assignment of a subcontract agreement, the Owner ~~assumes the Contractor's rights and obligations under the subcontract.~~will consider the prior rights of the surety, if any, and

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Contractor's unpaid obligations to the subcontractor, if any, and may choose, at the Owner's sole discretion, to reject or refuse an assignment in light of same.

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

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

...

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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. Contractor shall do all cutting, fitting and patching of the Work required to make its several parts come together properly in a manner that will not endanger any work of the Owner or others.

§ 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.~~The Owner may furnish materials or equipment to the Project site to be incorporated into the Work. For any Owner furnished equipment or materials to be incorporated into the Work, the Contractor shall perform such tasks as are necessary to coordinate and install the Owner furnished materials and/or equipment to make the Work functionally complete. If the Contractor contends that such Owner furnished materials or equipment constitutes an extra to the Work outside the requirements of the Contract Documents, the Contractor shall make such Claim as provided in Article 15.

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§ 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 report to the Architect ~~apparent~~ discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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.~~

...

§ 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.~~alone, subject to the approval of the Owner.

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§ 7.1.4 The Contractor shall submit the following at the Pre-Construction Conference, prior to the commencement of

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any Work. Any Subcontractor desiring to submit a Change Order shall submit the following information to the Owner and Architect no later than fourteen (14) days prior to the submission of that Subcontractor's first Change Order.

.1 Fixed job site overhead cost itemized with documentation to support daily rates.
.2 Bond Premiums with supporting information from the General Contractor's carrier.
.3 Insurance Rates with supporting information from the General Contractor's carrier.
.4 Labor Burden by trade for Subcontractors and General Contractor.
.5 Internal Rate Charges for all significant company owned equipment.

§ 7.1.5 No order, oral statement, or direction of Architect or Owner shall be treated as a Change Order nor shall it entitle Contractor to an adjustment to the Contract Sum or the Contract Time. Requests for Information (RFI) are not changes to the Contract Documents and do not change the Contract Sum or Contract Time.

§ 7.1.6 Unit prices shall be inclusive of all costs including mark-up for overhead and profit and shall be applied to units of measure as defined in the Contract Documents for each category of Work.

§ 7.2.1 A Change Order is a written instrument ~~prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:~~signed by the Owner, the Architect and the Contractor, issued after execution of the Contract, authorizing a change in the work or an adjustment in the Contract Sum 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. A Change Order affecting the Contract Sum shall be based on the Cost of the Work, as set forth in section 7.2.2, and Overhead and Profit, as set forth in section 7.2.3, subject to approval of the Architect and the Owner.

§ 7.2.2 "Cost of the Work" for the purpose of Change Orders shall be costs actually required to be incurred in performance of the work and paid by the Contractor and Subcontractors. Such costs shall consist only of the following:

.1 Wages paid for direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.
.2 Costs of direct materials and supplies, including the identification of each item and its cost.
.3 Costs of necessary machinery and equipment required by the Change Order, including the identification of each and the allocation of its cost, and the bases therefore, to the change in the Work
.4 Other direct costs, properly documented.
~~.1 The change in the Work;~~.5 Costs of premiums for bonds and insurance directly related to the change in Work.

§ 7.2.3 "Overhead and Profit" The Contractor and Subcontractor shall be due job-site and home office fixed overhead and profit on the Cost of the Work, but such overhead and profit shall not exceed a combined total of 10% of the direct cost of any portion of work. Additionally, when all or substantially all (as defined in the next sentence) of the Work reflected on a Change Order is to be performed by one or more Subcontractor, the General Contractor shall not be entitled to charge Overhead and Profit on the Subcontractor's Overhead and Profit. For purposes of this Section, "substantially all" shall mean 95% of the value of the Work reflected on the Change Order, excluding the General Contractor's fixed job site overhead costs, bond premium costs and insurance costs.

§ 7.2.4 The cost or credit to the Owner resulting from a change in the Work shall be prepared and presented to the Architect and the Owner in a Change Order, for their review and approval, as the sum of the "Cost of the Work" (as defined in section 7.2.2) and "Overhead and Profit" (as defined in section 7.2.3). Where a change results in both credits to the Owner and extra cost to the Contractor for related items, overhead and profit will only be computed on the net extra cost to the Contractor. The amount of the Change Order so computed shall not be binding nor final until approved in writing by both the Architect and the Owner.

§ 7.2.5 Before a Change Order is prepared, the Contractor shall provide and deliver to the Architect and Owner the following information concerning the Cost of the Work. The provision of said information is not subject to waiver, and shall be provided by the Contractor within a reasonable time after being instructed to prepare said Change Order:

.1 A detailed itemized list of labor, material and equipment costs for the General Contractor's work

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including quantities and unit costs for each item of labor, material and equipment.

.2 ~~The amount of the adjustment, if any, in the Contract Sum; and~~A detailed itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's work including quantities and unit costs for each item of labor, material, and equipment.

§ 7.2.6 After a Change Order has been finalized and approved by the Owner, the Contractor and the Architect (as reflected by their signatures thereon), no future requests for extensions of time or additional cost shall be considered for the change in the Work related to that Change Order. The Change Order represents the full and final amount of the change in the Contract Sum and/or the Contract Time due to the Contractor for all additional Work related to the Change Order. Contractor waives any further claims for additional costs or additional time, whether direct or indirect, for the change in the Work related to said Change Order.

§ 7.2.7 The Contractor will be eligible for extended fixed job-site overhead for time delays only when: complete stoppage of work occurs causing an extension of critical path activities (defined as such on the approved baseline schedule required by Section 3.10.1) which also results in an extension of the Contract Time; and the Contractor is unable to mitigate financial damages through replacement work; and the stoppage of work is due to acts or omissions solely attributable to the Owner. In all cases the Contractor shall notify the Architect and Owner in writing and shall make a Claim as required by Article 15. Reasonable proof shall be required by the Initial Decision Maker, Architect and Owner that alternate work could not be performed. Reasonable proof shall be required by the Initial Decision Maker, Architect and Owner that the stoppage affected the critical path activities and the Contract Completion Date.

§ 7.2.8 "Cost of the work" whether incurred by the Contractor or a Subcontractor shall not include the following:

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

~~.3 The extent of the adjustment, if any, in the Contract Time.~~.2 Any part of the Contractor's or Subcontractor's capital expenses, including interest on the Contractor's or Subcontractor's capital employed for the work.

.3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included in section 7.2.2 in Cost of the Work.

.4 Cost of supervision not specifically required by the Change Order.

§ 7.2.9 When applicable, as provided in the Contract Documents, 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 or Owner. Unit prices shall cover costs of Material, Labor, Equipment, Overhead and Profit. When Unit prices (which include Overhead and Profit) are used as the basis for the added Cost of the Work to the Owner resulting from the Change Order, Overhead and Profit shall not be duplicated by adding it again under section 7.2.3.

§ 7.2.10 Any and all changes or adjustments in the Work that are the subject of a proposed Change Order shall be supported, in addition to the cost and schedule information required elsewhere in this Article 7, by detailed specifications, plans, and/or drawings that evidence the need for the change in the Work and the propriety of the proposed method to effectuate that change.

§ 7.2.11 Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Change Order shall require documentation and justification for the adjustment by a method analysis of the Contractor's most recent schedule in use prior to the change, which shows an extension in critical path activities. Changes that affect or concern activities containing float or slack time (i.e. not on the critical path) that can be accomplished within such float or slack time shall not result in an increase in the Contract Time.

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§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and ~~advise the Architect~~ advise, in writing, the Architect and Owner of the Contractor's agreement or

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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 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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.~~ Section 7.2.3 . 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 7.3.7 shall be limited to the following:

.1 ~~Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;~~Wages paid for direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.

.2 Costs of ~~materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;~~direct materials and supplies, including the identification of each item and its cost.

.3 ~~Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;~~Costs of necessary machinery and equipment required by the Change Order, including the identification of each and the allocation of its cost, and the bases therefore, to the change in the Work

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

~~.5 Additional costs of supervision and field office personnel directly attributable to the change.~~Other direct costs, properly documented.

.5 Costs of premiums for bonds and insurance directly related to the change in Work.

...

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, ~~the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.~~ amounts not in dispute for such changes in the Work may be included in Applications for Payment only as follows. Said undisputed amounts may be presented to the Owner for the Owner's approval in a Change Order. Only after the Owner has approved said Change Order may such amounts be included in an Application for Payment.

...

The ~~Architect~~ Architect, with the prior approval of the Owner, has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and the Owner and shall be binding on the Owner and Contractor.

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§ 8.1.5 The Contract Time shall not be changed by the submission of a schedule that shows an early completion date, unless a change in the Contract Time has been specifically authorized by a final, approved Change Order.

§ 8.1.6 For all purposes of counting time provided in these Contract Documents, time shall be counted on a calendar day basis. However, unless otherwise specified, where the due date for any action, submittal or response falls on a Saturday, Sunday, or legal holiday (as identified in Section 8.1.7), such action, submittal, or response shall be

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considered due on the next business day which is not a Saturday, Sunday or a legal holiday.

§ 8.1.7 For purposes of this Subparagraph, legal holidays shall include the following:

New Year's Day	January 1
Martin Luther King Day	
Mardi Gras Day	
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. Substantial Completion of the Work must be made within the time stated in the Agreement between the Owner and the Contractor (subject to such extensions as may be agreed to by Change Order). By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor ~~shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.~~ agrees to commence the Work not later than the date set forth in the written Notice to Proceed issued by the Owner, and to achieve Substantial Completion of the Work within the time stated in the Contract Documents, and to achieve completion of the Punch List within the time stated in the Contract Documents. The Contractor and Owner mutually agree that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if Substantial Completion of the Project and Punch List completion are not achieved within 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 liquidated damages, which shall not be considered a penalty, in the amount stated in the Contract Documents as fixed, agreed upon and Liquidated Damages for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time stated in the Contract Documents, and for each calendar day that completion of the Punch List is delayed beyond the time stated in the Contract Documents, as more specifically set forth in the Agreement. The Owner shall be entitled to collect any and all sums that are due the Owner as Liquidated Damages in any manner available, including but not limited to withholding the amounts due to the Contractor for Progress Payments or Final Payment, deducting the Liquidated Damages due by a Construction Change Directive, or collecting the amounts due from the Contractor or the Contractor's Surety.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending ~~mediation and arbitration;~~ mediation; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may ~~determine.~~ recommend, subject to the Owner's approval of said Change Order, provided the Contractor timely made a claim for additional time in accordance with the applicable provisions of Article 15. If the Contractor fails to make a timely claim for additional time in accordance with the applicable provisions of Article 15, then said potential claim is irrevocably waived.

...

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

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~~Contractor's Applications for Payment.~~ **§ 9.2.1** At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values, using the Form AIA G703 – Continuation Sheets, allocating the entire Contract Sum to the various portions of the Work. Applications for Payment will not be considered before the Schedule of Values is submitted in proper form.

§ 9.2.1.1 On the Schedule of Values, the Contractor shall itemize the Contract Sum into each Section listed under each Division on the format provided, as such Sections are applicable to the Project. The Owner shall have the right to require the Contractor to break down each portion of the Work cost item further into the components of labor, materials and overhead and profit. Should the Owner make said request, the Contractor shall provide said information promptly.

§ 9.2.1.2 The total of all items listed on the Schedule of Values shall equal the total Contract Sum. This Schedule of Values, after approved by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

...

§ 9.3.1 ~~At least ten days before the date established for each progress payment,~~ Monthly, the Contractor shall submit to the Architect an ~~itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such~~ Application & Certificate for Payment on AIA Document G702, accompanied by AIA Document G703, and supported by any additional data substantiating the Contractor's right to payment as the Owner or ~~Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.~~the Architect may require. The Application for Payment shall be notarized. Application for Payment shall be submitted no later than the tenth (10^{th}) day 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 last day of the preceding month, less normal retainage, as set forth in Section 9.3.1.1. Offsite storage of materials shall not be allowed.

§ 9.3.1.1 ~~As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~Normal retainage for Projects with a Contract Sum of less than $500,000.00 shall be 10% of the total Contract Sum. Normal Retainage for Projects with a Contract Sum of $500,000.00 or more shall be 5% of the total Contract Sum.

§ 9.3.1.2 ~~Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~ No payment shall be made until the revised Construction Schedule required by Section 3.10.1 is received by the Owner and the Architect.

§ 9.3.1.3 The normal retainage shall not be due the Contractor until after all of the following have occurred: (1) Substantial Completion has been achieved; (2) the Architect has prepared and the Owner has approved and accepted a Certificate of Substantial Completion, including an attached Punch List meeting the requirements of Sections 9.8.4 and 9.8.5; and (3) the Contractor has submitted an Application for Payment for the retainage, (4) the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached as Exhibit "A" to the Agreement Between the Owner and Contractor, AIA Document A101 (5) the forty-five (45) day lien period in La. R.S. 38:2242 has expired; and (6) the Contractor has provided the Owner and the Architect with a clear lien and privilege certificate. If there are insufficient funds remaining in the Contract Sum to both pay the normal retainage and cover the value assigned to the Punch List (as set forth in Section 9.8.5), then the Owner shall withhold payment of the normal retainage to the extent necessary to cover the shortfall. If the value of the Punch List (as set forth in Section 9.8.5) exceeds the funds remaining in the Contract Sum, including the normal retainage, Contractor shall not be entitled to the payment of any normal retainage. Instead, Contractor and/or its Surety shall be liable for and shall pay the shortfall to the Owner.

§ 9.3.1.4 Work performed and materials supplied under a Change Order may be included for payment only after the Change Order has been approved in writing by the Owner and all other appropriate parties.

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. ~~If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing.~~ Payment for materials and equipment stored on ~~or off~~ the site shall be conditioned upon ~~compliance by the Contractor with procedures~~ submission by the Contractor of bills of sale or such other documents satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable ~~insurance, storage and transportation to the site for such materials and equipment stored off the site.~~insurance. Offsite storage of materials shall not be allowed.

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§ 9.3.4 Each Application for Payment for a Progress Payment shall be accompanied by a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached as Exhibit "A" to the Agreement Between the Owner and Contractor, AIA Document A101. The Application for Final Payment shall be accompanied by a fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached as Exhibit "B" to the Agreement Between the Owner and Contractor, AIA Document A101. Payment Applications which omit these Waivers of Liens shall not be paid.

§ 9.3.5 The Contractor further expressly undertakes to defend the Owner at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against Owner as a result of liens filed against the Work, the job site and any improvements thereon, any portion of the property of the Owner, or any payments due the Contractor (referred to collectively as "liens" in this Section 9.3) by those providing labor, material or equipment on behalf of Contractor. The Contractor hereby agrees to defend, indemnify and save Owner harmless against any such liens or claims and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings.

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's timely and properly documented and supported Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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§ 9.5.1 The Architect ~~may~~ shall reject or 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

...

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;~~or~~

.7 repeated failure to carry out the Work in accordance with the Contract ~~Documents.~~ Documents;

.8 if the Project is behind schedule, failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of the Work within Contract Time;

.9 the value of the Punch List exceeds the unpaid balance of the Contract Sum;

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.10 improperly completed or inadequately documented/supported Application for Payment. The omission of any required documents from the Application for Payment, including but not limited to lien waivers, shall result in its rejection;

.11 rejection of any part of the Work by any governmental authority having jurisdiction over the Project;

.12 improperly completed or incomplete commissioning documentation under the responsibility of the Contractor as deemed by the Architect, Owner and/or commissioning authority.

...

§ 9.6.1 After the Architect has issued ~~a~~ an approved Certificate for Payment, the Owner shall make payment ~~in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.~~within forty-five (45) days of the Owner's receipt of said approved Certificate.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than ~~seven~~ fourteen (14) days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar ~~manner.~~manner Pursuant to Louisiana law, La. R.S. 9:2784, the Contractor or Subcontractor shall 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 1/2 of 1% per day is due, up to a maximum of 15% of the amount due, from the expiration of the period allowed for payment until paid, and attorneys fees are available. The Contractor or Subcontractor, whichever is applicable, and not the Owner, is solely responsible for payment of this penalty and for any attorneys fees that may be due as a result thereof.

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§ 9.6.5 ~~Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.~~If the Owner receives any claim of nonpayment arising out of the Contract from a Subcontractor, Sub-subcontractor, material or equipment supplier, or the like, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security with the recorder of mortgages of the parish where the Work has been done, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim. When the Owner receives original proof of such guarantee from the recorder of mortgages and/or clerk of court, the claim deduction will be added back to the Contract Sum.

§ 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.~~Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3, 9.6.4 and 9.6.5.

§ 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~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.

§ 9.6.8 Payments received by the Contractor for Work properly performed by Subcontractors and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

...

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

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the Project is Substantially Complete in accordance with this Article 9.8. In addition to the requirements of the first sentence of this Article 9.8.1, the following conditions must also be satisfied before the Work will be considered Substantially Complete:

.1 Where roofing work is part of the Contract, the Owner must receive the executed Roofing Contractor's and Roofing Manufacturer's guarantees;

.2 All required occupancy permits must have been issued and copies delivered to the Owner;

.3 All Project systems included in the Work must be operational as designed;

.4 All operations and maintenance data specified has been submitted and approved, including the provision of draft as-built drawings for training purposes;

.5 The Owner's personnel must have completed any required training in the Project's operations systems;

.6 All finishes required by the Contract Documents must be in place;

.7 The only remaining work must be minor in nature so that the Owner can occupy the building/construction and the Contractor's completion of that minor remaining work will not interfere with nor hamper the Owner's normal business operations. This shall include completion and verification by the Owner's designated commissioning authority for all outstanding commissioning issues;

.8 The Contractor must certify in writing that all remaining Work will be completed within forty-five (45) consecutive calendar days, unless the Owner consents to a different time, following the date of Substantial Completion. Any remaining Work required to be performed after the date of Substantial Completion at a school that is operating and open shall be done in a manner and during times that do not interfere with school operations, at no additional cost to Owner. Owner shall have the right to direct Contractor to perform said Work during non-operating hours of the school, including nights and weekends.

§ 9.8.2 When the Contractor considers that the ~~Work, or a portion thereof which the Owner agrees to accept separately,~~ 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 will make an inspection to determine whether the Work ~~or designated portion thereof is substantially complete.~~ is substantially complete. 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 ~~or designated portion thereof~~ for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the ~~Work or designated portion thereof is substantially complete, the Architect will~~ Architect determines that the Project is Substantially Complete, and the Owner agrees, the Architect shall prepare a Certificate of Substantial Completion that ~~shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.~~ establishes the Date of

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Substantial Completion of the Work. The Architect shall prepare and attach a "Punch List" of exceptions itemizing additional Work remaining to be done by the Contractor, as set forth more fully in Section 9.8.5. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the ~~Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.~~Work, 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, unless otherwise agreed to in writing by the Owner and Contractor.

§ 9.8.5 The ~~Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~Punch List of exceptions prepared by the Architect shall itemize additional Work remaining to be done by the Contractor, and the dollar value related thereto. The cost of these items shall be prepared in the same format as the Schedule of Values. The monetary value assigned to this Punch List will be 125% of the sum of the cost estimate for each particular item of required work, and will be estimated by the Architect based on the mobilization, labor, material and equipment costs of correcting the item. The value assigned to the Punch List shall be retained from the monies owed the Contractor, above and beyond the normal retainage. No funds assigned for the Punch List value shall be due to the Contractor before the Punch List items are completed and accepted by the Architect and the Owner. 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 accepted as Substantially Complete. If funds remaining in the Contract are less that that required to complete the Punch List Work, then the Contractor or its Surety shall pay the difference.

§ 9.8.6 The Contractor shall complete the Punch List items within forty-five (45) consecutive calendar days from the date of Substantial Completion. The Owner may, at its option, consent to a different time, but such consent shall be reflected in writing. If the Contractor fails to complete all Punch List items within this forty-five day period, through no fault of the Owner or the Architect, the Contractor shall be assessed Liquidated Damages in the amount set forth in the Agreement between the Owner and Contractor (AIA Document A101), for each additional day beyond that forty-five (45) day period that the Punch List remains incomplete. Additionally, if the Contractor fails to complete all Punch List items within this forty-five day period, through no fault of the Owner or the Architect, then 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 of the Surety by the Owner, the Surety has not completed the Punch List, through no fault of the Architect or Owner, the Owner may, at his option, contract with an outside party to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract Sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future State contracts. If the Surety fails to complete the Punch List within the stipulated time period, the Owner may choose to not accept bonds submitted from that Surety in the future.

§ 9.8.7 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. After such acceptance, and consent of surety, the Contractor may submit to the Owner a properly completed and supported Application for Payment seeking payment of completed Work, less the value assigned to the Punch List items, as set forth in and limited by Section 9.8.5 above. Such Application for Payment shall not request payment for Work that is incomplete and/or not in accordance with the requirements of the Contract Documents.

§ 9.8.8 After the Owner's receipt and approval of a fully executed Certificate of Substantial Completion and attached Punch List, the Owner shall issue a Notice by Owner of Acceptance of Work. The Contractor shall record the Notice by Owner of Acceptance of Work with the Clerk of Court in the Parish in which the Work has been performed, and shall provide written evidence of recordation to the Architect and the Owner. If the Notice of Acceptance has not been recorded within seven (7) days after issuance, the Owner may record the Notice of Acceptance at the Contractor's expense.

§ 9.8.9 Upon the Owner's Notice of Acceptance, and upon receipt of a properly completed Application for Payment, payment of Punch List items completed, less normal retainage applicable thereto, shall be approved, and payment made in accordance with the procedures set forth in these Contract Documents for Progress Payments, unless there are insufficient funds remaining in the Contract Sum for payment of same. If funds remaining in the Contract are less that

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that required for payment of the Punch List Work, then the Contractor or its Surety shall pay the difference.

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§ 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 ~~completed or partially~~ substantially completed portion of the Work ~~at any stage when such portion is~~ so designated by separate agreement with the ~~Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5~~ Contractor and authorized by public authorities having jurisdiction over the ~~Project. Such partial occupancy or use may commence whether or not the portion is substantially complete,~~ 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, ~~retainage,~~ if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers ~~a~~ the designated portion substantially ~~complete,~~ complete the Contractor shall prepare and submit a list to the Architect as provided under ~~Section~~ Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. ~~The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.~~

§ 9.9.1.1 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.

§ 9.9.1.2 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.

§ 9.9.1.3 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

§ 9.9.1.4 Use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of the responsibility to maintain all insurance and bonds required of the Contractor under the Contract Documents until the Project is completed and accepted by the Owner.

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§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. If the Architect finds the work not acceptable under the Contract Documents, the Architect shall make one additional inspection. If the work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid **$150.00 per hour** for their time at the Project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract Sum. The payment shall be made by the Owner and deducted from the Contract Sum due to the Contractor. If no funds remain in the Contract Sum, the Contractor or its Surety shall pay this amount. 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.

...

§ 9.10.2.1 In addition to the items listed in Section 9.10.2, the Contractor shall deliver the following items to the Owner before final payment shall be due:

.1 All close-out submittals specified in the Specifications.

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.2 All project record documents specified in the Specifications.
.3 All approved submittals;
.4 All approved Shop Drawings;
.5 All final as-built Drawings.
.6 All operations and maintenance data specified in the Specifications.
.7 All warranties as required on specific products or portions of the Work, including subcontractor warranty letters.
.8 All spare parts, overages, and maintenance materials specified in the Specifications.
.9 Certificates of Occupancy from authorities having jurisdiction.
.10 Copies of all inspection tags from authorities having jurisdiction.
.11 Executed Certificates of Substantial Completion.
.12 A fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached as Exhibit "B" to the Agreement Between the Owner and Contractor, AIA Document A101.

§ 9.10.2.2 Upon receipt by the Architect of all Project close-out documents and a recommendation by the Architect of acceptance of Final Completion, a close-out meeting will be scheduled by the Architect, to include the Architect, the Owner and the Contractor for the review and acceptance of all of the required items identified in this Section 9.10.2. If all items are complete and accepted by the Owner, the Owner will then authorize the issuance of Final Payment.

~~**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~
~~**.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;~~
~~**.2** failure of the Work to comply with the requirements of the Contract Documents; or~~
~~**.3** terms of special warranties required by the Contract Documents.~~

§ 9.11 LIQUIDATED DAMAGES

The Contractor's failure to achieve Substantial Completion and Final Completion within the Contract Time, as set forth in the Contract Documents, and failure to timely complete the Punch List, as set forth in the Contract Documents, shall result in the imposition of Liquidated Damages upon the Contractor. As further set forth in the Agreement, and in Sections 8.2.2 and 9.8.6 above, it is mutually agreed by the Contractor and the Owner that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if Substantial Completion of the Project and Punch List completion are not achieved within the time set forth in the Agreement. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount stated in the Contract Documents as fixed, agreed upon and Liquidated Damages for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time stated in the Agreement, and for each calendar day that completion of the Punch List is delayed beyond the time stated in the Agreement. The Owner shall be entitled to collect any and all sums that are due the Owner as Liquidated Damages in any manner available, including but not limited to withholding the amounts due to the Contractor for progress payments or final payment, deducting the Liquidated Damages due by a Construction Change Directive, or collecting the amounts due from the Contractor or the Contractor's Surety. The Contractor and the Contractor's Surety hereby agree and will be held liable for any Liquidated Damages imposed in accordance with these Contract Documents.

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

...

.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.

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.4 the indoor air quality of buildings where students, teachers, employees and visitors occupy the areas adjacent to or near the Work on the Project site;

.5 the exhaust systems and existing fresh air intake devices to prevent dust or fumes caused by the Work from entering such systems; and

.6 the Contractor expressly agrees that it is exclusively responsible for compliance with the Occupational Safety and Health Act (OSHA) and state and local regulations for the construction in that it is the "employer" within the meaning of those regulations. It is the expressed intent of the parties that the Contractor, not the Architect nor the Owner, is in charge of the Work.

§ 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 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 owners and users of adjacent sites and utilities. The Contractor shall provide for the marking of all underground utilities prior to any digging, excavation or other disturbances of earth.

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§ 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~~ Section 10.2.1 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,~~ Section 10.2.1, except damage or loss 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. The Contractor shall immediately (within 24 hours) make an oral report to the Architect and the Owner and promptly (within three (3) days) provide a written report to the Architect and the Owner reporting all accidents arising out of or in connection with the Work that cause death, significant injury, loss of consciousness, medical treatment beyond first aid, significant property damage (estimated over $5,000.00), and/or that interrupt utility services.

...

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, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ~~21~~ three (3) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. This notice shall not replace or supplant the shorter notice required under the circumstances identified in Section 10.2.6 above.

§ 10.2.9 SECURITY OF SITE

The Contractor is solely responsible for the security of all equipment, tools or other property of the Contractor, its Subcontractors, and its suppliers at the Project site to include any loss or damage due to theft or vandalism. The Contractor shall provide for security at the site.

...

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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~~ asbestos, lead or polychlorinated

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biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area only and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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~~ Contractor, such as asbestos, lead, or PCBs, and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. ~~The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.~~ When the material or substance has been rendered harmless, Work in the affected area shall ~~resume upon written agreement of the Owner and Contractor.~~ resume. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and ~~start-up.~~start-up, if any, of any affected area of a Project, which adjustments shall be accomplished as provided for in Article 7.

~~**§ 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.~~

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In an emergency affecting safety of persons or property, the Contractor shall ~~act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional~~ notify the Owner and Architect immediately of the emergency, and shall simultaneously act, using the Contractor's best judgment, to prevent threatened damage, injury or loss and to protect and safeguard the Work, the Owner's property and the person working on the Project from injury, damage or loss. Any additional compensation or extension of time claimed by the Contractor on account of ~~an emergency~~ emergency work shall be determined as provided in Article 15 and Article 7.

...

§ 11.0 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, and in a company or companies which meet the additional requirements set forth in this Article 11 below, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and such other insurance which is specified in this Article 11 below:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations;

.8 Claims for bodily injury or property damage arising out of the Contractor's operations, including but not limited to construction activities and any Work or activities performed pursuant to the Contract Documents; and

.9 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION AND RENOVATIONS

§11.1 STANDARDIZED INSURANCE REQUIREMENTS FOR ALL STATE CONTRACTS

§11.1.1 Contractor shall purchase and maintain, at Contractor's expense, all of the insurance required in this Article 11. All required insurance shall be kept in full force and effect, without interruption, commencing from the date the Contract documents are executed and continuing until the Work has achieved Final Completion, has been accepted by the Owner and final payment has been made.

§11.1.1.1 If any of the insurance coverages are required to remain in force after final payment has been made, an additional Certificate of Insurance evidencing continuation of such coverage shall be submitted with the final Application for Payment.

§11.1.2 All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

§11.1.2.1 The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the Owner, it being the intention of the parties that the insurance policies so affected shall protect both parties and shall provide the primary coverage for any and all losses covered by the below described insurance.

§11.1.2.2 The Owner shall be named as an additional insured on all policies of insurance required by this Article 11 (ISO Forms CG 20 10, Current form approved for use in Louisiana).

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

§11.1.2.4 Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of the Contractor or Subcontractor.

§11.1.2.5 All insurance policies required herein shall be endorsed to reflect and insure any occupancy by the owner at the time of such occupancy prior to Substantial Completion.

§11.1.2.6 All insurance policies required herein shall be on an occurrence basis. Claims made policies are not acceptable.

§11.1.2.7 Contractor shall defend, indemnify and hold harmless Owner for any damages, loss, costs or expenses caused by or related to Contractor's failure to carry the insurance required under the Contract Documents.

§11.1.2.8 The insurance required under the Contract Documents shall be written for no less than the coverage limits set forth in this Article 11, below. Nothing herein shall prohibit Contractor from carrying higher limits or broader coverage, at Contractor's expense.

§11.1.2.9 All liability insurance policies shall be written with a waiver of subrogation by the Contractor/Subcontractor in favor of the Owner.

§11.1.3 INSURANCE:

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverages required by the Contract to the Owner in insurance companies lawfully authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-:VI.

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This rating requirement may be waived, at the Owner's discretion, for the workers' compensation coverage.

Thirty days prior notice of cancellation shall be given to the Owner by registered mail, return receipt requested, on all of the required coverage provided to the Owner. All notices will name the Contractor/ Subcontractor and identify the Contract number.

Insurance coverage specified in the GENERAL CONDITIONS (AIA Document A 201, 2007 Edition) to be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

§11.1.3.1 Workers' Compensation - Statutory - in compliance with the Compensation Law of the State. Exception: Employers liability to be $1,000,000 when work is to be over water and involves maritime exposures.

§11.1.3.2 Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include all major divisions of coverage for bodily injury and property damage, and be on a comprehensive basis, including:

.1 Premises - Operations;
.2 Broad Form Contractual Liability;
.3 Products and Completed Operations;
.4 Use of Contractors and Subcontractors/Independent Contractors Protective;
.5 Personal Injury with employment exclusion deleted;
.6 Broad Form Property Damage;
.7 Explosion, Collapse and Underground (XCU) Coverage;
.8 Owner's and Contractor's Protective;
.9 Excess umbrella.

NOTE: On the certification of insurance, under the description of operations, the following wording is required: THE AGGREGATE LOSS LIMIT APPLIES TO EACH PROJECT, or a copy of ISO form CG2503 (Current form approved for use in Louisiana) shall be submitted.

COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED

Type of Construction	Projects Under **$100,000**	Projects $100,001 - **$1,000,000**	Projects Over **$1,000,000**
New Buildings:			
-Each Occurrence/ Minimum Limit	$500,000	$1,000,000	$3,000,000
-Aggregate (Applicable to this Contract ONLY)	$500,000	$1,000,000	$3,000,000
Renovations: ***The building(s) value for this Project is: $_____***			
-Each Occurrence/ Minimum Limit	$500,000*** (Depends on Building Value)	$1,000,000*** (Depends on Building Value)	$3,000,000*** (Depends on Building Value)
-Aggregate (Applicable to this Contract ONLY)	$500,000*** (Depends on Building Value)	$1,000,000*** (Depends on Building Value)	$3,000,000*** (Depends on Building Value)

****While the minimum combined single limit of $500,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at $1,000,000 intervals and rounded to the nearest*

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$1,000,000. Example: Renovation on $33,000,000 building would require $3,000,000 minimum combined single limit of coverage. Maximum limit required is $5,000,000.00 regardless of building value.

§11.1.3.3 Business Automobile Liability Insurance with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

.1 Owned automobiles;
.2 Hired automobiles;
.3 Non-owned automobiles.

§11.1.3.4 An Umbrella Policy may be used to meet minimum requirements.

§11.1.4 All property losses shall be made payable to and adjusted with the Owner.

§11.1.5 All policies of insurance shall be approved by the contracting Owner prior to the inception of any work.

§11.1.6 Other insurance required is as follows:

§11.1.6.1 Owner's Protective Liability Insurance shall be furnished by the Contractor and naming the State of Louisiana as the Insured.

	Projects Under **$100,000**	Projects $100,001- **$1,000,000**	Projects Over **$1,000,000**
CGL - Each Occurrence	$500,000	$1,000,000	$3,000,000

§11.1.6.2 ASBESTOS ABATEMENT LIABILITY
(required when asbestos abatement is included in the work)

The Contractor or Subcontractor who will be doing the asbestos abatement as outlined in this Contract shall obtain and maintain such liability coverage for the asbestos abatement hazard and exposure with minimum limits of $1,000,000 per occurrence for the duration of the project. The policy shall name the State of Louisiana, all State departments, agencies, boards and commissions as an additional insured for the project. The policy shall be written on an "occurrence" form without a sunset clause. Claims-made coverage is unacceptable. The insurance company shall have an A.M. Best rating of at least A-:VI or better.

§11.1.7 If, at any time, any of the said policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Owner, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as hereinabove provided.

Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor/Subcontractor concerning indemnification. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

§11.1.8 RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR
Neither the acceptance of the completed work nor payment therefor shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

§11.1.8.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements.

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If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

§11.1.8.2 If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of the Owner, the Owner may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

§11.1.8.3 All policies and certificates of insurance shall be approved by the contracting agency prior to the inception of any work.

~~**§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**~~

§11.1.9 SUBCONTRACTORS

Contractor is responsible for all Subcontractors and Sub-subcontractors performing the Work. Contractor shall require Subcontractors and Sub-subcontractors to carry insurance of the same character and in the same amounts as the Contractor, unless the Owner and Contractor agree that reduced coverages are adequate because of the nature of the subcontracted work. Contractor shall obtain Certificates of Insurance from the Subcontractors and Sub-subcontractors evidencing that all of the insurance required herein is in full force and effect. Subcontractors and Sub-subcontractors shall not commence any Work required by these Contract Documents prior to providing the Contractor with the valid and effective Certificate(s) of Insurance required herein. Contractor shall keep such Certificates of Insurance in safekeeping, and provided copies to the Owner and/or the Architect upon request.

~~**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:~~

- ~~**.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;~~
- ~~**.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;~~
- ~~**.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;~~
- ~~**.4** Claims for damages insured by usual personal injury liability coverage;~~
- ~~**.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;~~
- ~~**.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;~~
- ~~**.7** Claims for bodily injury or property damage arising out of completed operations; and~~
- ~~**.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.~~

§11.1.10 CERTIFICATES OF INSURANCE/VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with certificates of insurance evidencing all of the insurance coverage required by this Article 11. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates of Insurance are to be received and approved by the Owner before work commences. The certificates of insurance must also contain the following in the "Description of Operations" section:

If the contractor is a General Contractor, then so state.

If the contractor is a specialty contractor, then so state and provide the list of specialties for which the contractor is insured.

Contractor shall provide said certificates of insurance within ten (10) calendar days of the execution of the Contract between the Owner and the Contractor. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

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§11.2 INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

~~**§ 11.1.2** The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.~~

§11.2.1 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

~~**§ 11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.~~

§11.2.1.1 Insurance Services Office Commercial General Liability coverage ("occurrence") form CG 0001. (Current form approved for use in Louisiana.) "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

§11.2.1.2 Insurance Services Office form number CA 0001 (Current form approved for use in Louisiana.) covering Automobile Liability. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

~~**§ 11.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.~~

§11.2.1.3 Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

§11.2.2 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

§11.2.2.1 Commercial General Liability: insurance coverages must be provided in amounts set forth in Article 11.1.3.2 above.

~~§ 11.2 OWNER'S LIABILITY INSURANCE~~

~~The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.~~

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§11.2.2.2 Automobile Liability: insurance coverage must be provided in amounts set forth in Article 11.1.3.3 above.

§11.2.2.3 Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

§11.2.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

§11.2.4 OTHER INSURANCE PROVISIONS

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

§11.2.4.1 GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

§11.2.4.1.1 The Owner, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers.

It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

§11.2.4.1.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, officials, employees, Boards and Commissions or volunteers.

§11.2.4.1.3 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

§11.2.4.2 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, Boards and Commissions, and volunteers for losses arising from work performed by the Contractor for the Owner.

§11.2.4.3 ALL COVERAGES

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

§11.2.5 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement may be waived, at the Owner's discretion, for the workers' compensation coverage.

~~**§ 11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered,~~

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~~whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.~~

~~**§ 11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.~~

~~**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~

~~**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.~~

~~**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.~~

~~**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

~~**§ 11.3.2 BOILER AND MACHINERY INSURANCE**~~

~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~

~~**§ 11.3.3 LOSS OF USE INSURANCE**~~

~~The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

~~**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

~~**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

~~**§ 11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that~~

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~~the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.~~

~~**§ 11.3.7 WAIVERS OF SUBROGATION**~~

~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

~~**§ 11.3.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~

~~**§ 11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

~~**§ 11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

§11.3.1 The Contractor shall purchase and maintain property insurance upon the entire work included in the Contract for an amount equal to the greater of the full-completed value or the amount of the construction Contract including any amendments thereto . The Contractor's policy shall provide "ALL RISK" Builder's Risk insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and 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 those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects **North** of the Interstate Corridor beginning at the Texas - Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana - Mississippi border. Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total Contract cost per occurrence. Coverage for roofing projects shall **not** require flood coverage. On projects **South** of this corridor, flood coverage shall be provided by the State of Louisiana, as the Owner, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the $5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project, or the date of Final Payment, whichever is later.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount

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equal to the greater of the full-completed value or the amount of the Contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interests may appear. The Contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures 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 State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees 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, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will 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 of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

§11.3.2 The Contractor shall be responsible for any damage or loss not covered under the builder's risk policy to any and all materials, supplies or equipment after delivery to the site by the Contractor or its suppliers, whether paid by the Owner or not, and whether prior to or after installation into the building structure (*i.e.*, loss due to theft or damage while handling).

§ 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.~~Contractor shall furnish and pay for a Performance Bond and a Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the Surety's agent or attorney-in-fact, each in an amount equal to 100% of the Contract amount. The Bonds shall be in favor of the State of Louisiana, Department of Education.

~~**§ 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.~~

§11.4.1.1 In order to be qualified to underwrite a Performance Bond and a Payment Bond securing the Contract, the Surety must be currently listed on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the Contract amount, OR must be an insurance company domiciled in Louisiana. If the Surety is not listed on the Treasury List, and has less than an "A-" rating (as shown in the latest edition of A.M. Best's Key Rating Guide) the maximum Contract amount for which that Surety may provide a Bond is $500,000, or fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance), whichever is less. If the Surety is not listed on the Treasury List, and has at least an "A-" rating or better (as shown in the latest edition of A.M. Best's Key Rating Guide), the maximum Contract amount for which that Surety may provide a Bond is fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance).

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

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§11.4.3 Bonds shall be in the form furnished by the State of Louisiana, Department of Education, entitled PERFORMANCE AND PAYMENT BOND, copies of which are included in the Bidding Documents.

§11.4.4 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.

§11.4.5 If at any time a Surety on any such Bond is declared bankrupt or loses its right to do business in the State in which the Work is to be performed or is removed from the U.S. Treasury List or otherwise fails to meet the requirements set forth in Section 11.4.1, the Contractor shall, within two (2) calendar days of becoming aware of same, notify the Owner of such event, and also shall, within five (5) calendar days of becoming aware of same, substitute an acceptable Bond in such form and sum and signed by a replacement Surety or sureties, which Surety/Sureties shall be satisfactory to the Owner. The premiums of such Bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new Surety or sureties shall have furnished an acceptable Bond to the Owner.

§11.4.6 Every Bond under this Paragraph must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond.

§11.4.6.1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents, other than any change in Work which exceeds twenty (20%) percent of the Contract Sum. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the surety of such matters is hereby waived.

§11.4.6.2 Surety further agrees that in the event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default. Such notice of default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the Owner.

§11.4.6.3 Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner as their interests may be given.

§11.4.6.4 Surety agrees that it is obligated under the bond for payment of any liquidated damages owned to the Owner by Contractor.

§11.4.7 The Surety shall be bound *in solido* with the Contractor. The executed bonds, together with the bonding agent's power of attorney, shall be furnished to the Owner along with executed Contract Documents and the number of copies reasonably required by him. The Contractor shall deliver the required bonds to the Owner no later than the date of execution of the Contract Documents.

§11.4.8 Additional performance and payment bonds may be required by the Owner, in the Owner's sole discretion from any Subcontractor whose Subcontract exceeds ONE HUNDRED THOUSAND ($100,000.00) DOLLARS. The Owner shall pay for any premiums charged for obtaining required Subcontractor bonds by executing a Change Order which shall increase the Contract Sum in an amount equal to such premiums. All such bonds shall be in form and substance satisfactory to the Owner in the Owner's sole judgment.

§ 11.4.9 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.

§11.4.10 RECORDATION OF CONTRACT AND BOND[LA. R.S. 38:2241A(2)]

The Contractor shall record, within thirty (30) days of Commencement of the Work, the Contract Between Owner and Contractor and the Performance and Payment Bonds with the Clerk of Court in the Parish in which the work is to be performed. The Contractor shall provide written evidence of such recordation to the Owner. Should the Contractor fail to do so, the Owner may do so at the Contractor's expense.

§11.4.11 RECORDATION OF CERTAIN CHANGE ORDERS [LA.R.S. 38:2222]

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The Contractor SHALL record EACH change order to the Contract Between Owner and Contractor or to a contract for materials and supplies that meets the following criteria. The change order:

(1) adds an amount of ten percent or more of the original contract amount, AND

(2) the additional amount is at least ten thousand dollars.

Additionally, the Contractor SHALL record ALL change orders to the Contract Between Owner and Contractor or to a contract for material and supplies that meet the following criteria. ALL change orders which:

(1) aggregate to an amount of twenty percent or more of the original contract amount, AND

(2) the additional amount is at least ten thousand dollars.

If not previously recorded, the original Contract Between Owner and Contractor shall be recorded together with the change orders. The change order or orders shall be recorded in the office of the recorder of mortgages in the parish where the work is to be done or, if not a public work, in the office of the recorder of mortgages where the entity is domiciled. The change orders must be recorded not later than thirty (30) days after the date of the change order which requires that the recordation take place.

§11.4.12 RECORDATION OF CERTAIN CHANGE ORDERS [LA.R.S. 39:1557.1]

The Contractor SHALL record EACH change order to the Contract Between Owner and Contractor governed by the Louisiana Procurement Code that meet the following criteria. The change order:

(1) adds an amount of ten percent or more of the original contract amount, AND

(2) the additional amount is at least ten thousand dollars.

Additionally, the Contractor SHALL record ALL change orders to the Contract Between Owner and Contractor or to a contract for materials and supplies that meet the following criteria. ALL change orders which:

(1) aggregate to an amount of twenty percent or more of the original contract amount, AND

(2) the additional amount is at least ten thousand dollars.

If not previously recorded, the original Contract Between Owner and Contractor shall be recorded together with the change orders. The change order or orders shall be recorded in the office of the recorder of mortgages in the parish where the work is to be done OR where the entity is domiciled. The change orders must be recorded not later than thirty (30) days after the date of the change order which requires that the recordation take place.

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§ 12.1.1 If a portion of the Work is covered contrary to the Architect's and/or Owner'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 and/or Owner has not specifically requested to examine prior to its being covered, the Architect and/or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

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§ 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct ~~it~~ it, at the Contractor's sole expense, promptly after receipt of written notice from the Owner and/or Architect to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner or the Architect shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner or the Architect 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.~~ Contractor. This waiver only applies to the Owner's specific right to have the Contractor perform the work necessary to correct the nonconforming work. Any failure on the part of the Owner to notify the Contractor as provided herein shall not operate as a waiver of the Owner's right to claim monetary damages from the Contractor for the nonconforming Work, shall not operate as a waiver of the Contractor's liability for same, and shall not operate as a

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waiver of any warranties provided in the Contract Documents or by law relative to the nonconforming Work. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4. Reasonable time for purposes of this Section means that the Contractor must commence correction of the Work within ten (10) days of receipt of the written notice from the Owner or Architect to correct the Work, and Contractor must continue such correction with diligence and promptness until the Work is complete. Additionally, if the Contractor fails to correct nonconforming or defective Work, the Owner may hold the Contractor in default. If the Owner holds the Contractor in default, the Surety shall be notified. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future State contracts.

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§12.2.6 The Owner shall have the right to operate nonconforming equipment until defects are corrected and warranties met, and shall have right to operate rejected equipment until it is replaced, without charge for depreciation, use or wear.

...

The Contract shall be governed by the law of the place where the Project is ~~located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~located.

...

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

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

...

§13.4.3 The Agreement, the Contract Documents and any and all claims or causes of action arising out of or related to the Project and/or the Contract Documents shall be governed by the laws of the State of Louisiana, without regard to its conflicts of laws principles.

§13.4.4 The Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole and exclusive jurisdiction and venue over any action arising out of or related to the Agreement, the Project, and/or the Contract Documents, with no right to a trial by jury, and with specific and informed waiver of any right to a trial by jury. In the event of diversity for purposes of federal court jurisdiction or any other cause of action that may allow for federal court jurisdiction or venue, the Contractor, its Surety, its Sub-contractors and suppliers all specifically waive the right to file, transfer or try in federal court any claim or cause of action arising out of or related to this Contract, the Project, and/or the Contract Documents, in favor of the sole and exclusive jurisdiction and venue in the Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect

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and Owner timely notice of when and where tests and inspections are to be made so that the Architect and/or Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect and the Owner of when and where tests and inspections are to be made so that the Architect and/or Owner may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

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§ 13.5.4 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.~~Architect and Owner.

...

§13.5.7 The Contractor shall reimburse the Owner for services provided by the Architect in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

Payments due and unpaid under the Contract Documents shall bear ~~interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~no interest.

...

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract ~~Documents; or~~

~~**.4** The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~Documents.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~ properly executed, including reasonable overhead and profit on that portion of the Work properly executed, installed, performed or completed. The Contractor shall not be entitled to recover profit or overhead for any portion of the Work of the Contract that has not been executed, installed, performed or completed. The Contractor shall not be entitled to recover consequential damages or attorneys fees.

...

.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.~~Documents; or

.5 fails to complete the Punch List within the time specified in Section 9.8.6.

...

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§ 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 Contractor or 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, but only to the extent earned by 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 Termination by the Owner under this Article will not relieve the Contractor and/or Surety of its obligations under the liquidated damages provisions of the Contract Documents, and the Contractor and/or Surety shall be liable to the Owner for liquidated damages as provided in the Contract Documents.

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§ 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 as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. The Contractor shall not be entitled to recover consequential damages or attorneys fees. No adjustment shall be made to the extent

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, ~~and~~ actual costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed. The Contractor shall not be entitled to recover consequential damages or attorneys fees.

§ 14.5 SUSPENSION BY OWNER FOR CAUSE

If, after consultation with the Architect, the Owner believes suspension of the Work is warranted by reason of unforeseen conditions which may adversely affect the quality of the Work if such Work were continued, or for other good cause, the Owner may suspend the work by written notice to the Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum may be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension. The Contractor shall not be entitled to recover consequential damages or attorneys fees.

...

A Claim is a written demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be initiated by written notice. Verbal communications shall not constitute claims.

...

~~Claims by either the Owner or Contractor must be initiated by written 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 must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~ **§ 15.1.2.1** Claims by either the Owner or Contractor must be initiated by written 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 must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.2.2 In the case of claims arising out of Concealed or Unknown Conditions which have been referred to the Architect for investigation and written recommendation or determination, as set forth in Section 3.7.4, including

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differing site conditions, the Claim under this Article 15 must be initiated within 21 days of the date of the Architect's written recommendation or determination regarding such Concealed or Unknown Condition.

§ 15.1.2.3 A general "Reservation of Rights" and similar stipulations without specific identification of the underlying related Claim shall not be recognized under this Contract as a Claim, and shall have no effect.

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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. The Architect will prepare Change Orders and issue Certificates for Payment ~~in accordance~~ only with the ~~decisions~~ express written approval of the ~~Initial Decision Maker.~~ Owner.

...

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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. A Claim for an increase in the Contract Time will only be considered for critical path activities, as identified on the approved baseline schedule required by Section 3.10.2.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. An increase in the Contract Time due to weather shall not be cause for an increase in the Contract Sum.

§ 15.1.5.3 The Contract Time already considers the following reasonably anticipated days of adverse weather, on a monthly basis. These days are presented below on monthly basis for informational purposes only. Said monthly presentation does not give the Contractor the right to assert Claims for additional time due to weather delays on a monthly basis.

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

§ 15.1.5.4 The Contractor shall report to the Owner total adverse weather days incurred each month.

§ 15.1.5.5 The time stipulated for Substantial Completion of the Work includes the anticipated delays due to normal adverse weather conditions for the months encompassed in the Project duration which are stated in Section 15.1.5.3 above. The Contractor shall not be allowed to make a Claim for additional Time due to weather delays until and unless such weather delays exceed the TOTAL reasonably anticipated adverse weather delays, for the entire contract duration, stated in Section 15.1.5.3 above. Contractor's request will be considered only for the days over the reasonably anticipated days of adverse weather stated above. In order to make a Claim for additional Time to do adverse weather, the Contractor shall:

§ 15.1.5.5.1 Document, in writing, that the cumulative total of actual adverse weather delays exceed the TOTAL reasonably anticipated adverse weather delays stated in Section 15.1.5.3 above.

§ 15.1.5.5.2 Document, in writing, that the weather on each particular day of claimed adverse weather was of such nature (rain, wind, snow, ice, and subsequent resultant effects) that it significantly impacted Contractor's ability to make progress on critical path work items. Adverse weather delay days will not be granted for weekends or holidays unless Contractor can demonstrate that it had been and intended to work on these days.

§ 15.1.5.5.3 The Contractor's first Claim for additional Time due to adverse weather may not be submitted until after the cumulative total of actual adverse weather days exceed the allowable days as stated in Section 15.1.5.3

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above. That claim must be submitted within 7 days of the end of the month in which that cumulative total is first exceeded. Thereafter, Contractor shall submit any Claims for additional time due to adverse weather on a monthly basis, within 7 days of the end of the month.

§ 15.1.5.5.4 Summarize the number of adverse weather delay days claimed for the entire month with each month's Application for Payment.

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§ 15.2 ~~INITIAL DECISION~~INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under ~~Sections 10.3, 10.4, 11.3.9, and 11.3.10,~~ Section 10.3, and, to the extent stated, Section 10.4, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, if the parties have mutually agreed in writing to mediation as an acceptable form of dispute resolution, and if not, 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 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

...

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

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~If the parties mutually agree in writing to participate in mediation as a form of dispute resolution prior to instituting litigation, either party may file for mediation of an initial decision, after said mutual agreement. The party seeking mediation of an initial decision must file for mediation in writing within 60 days of the initial decision. Failure to do so results in waiver of that party's right to mediate the initial decision, but such initial decision may still be subject to litigation.

~~**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 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.~~ deadlines, and may do so prior to the time the Initial Decision Maker renders an initial decision. .

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§ 15.3.1 ~~Claims,~~ If the parties mutually agree in writing to mediation as an acceptable form of dispute resolution, claims, disputes, or other matters in controversy arising out of or related to the ~~Contract~~ Contract, except those waived as provided for in Sections ~~9.10.4, 9.10.5, and 15.1.6 shall~~ 9.10.5 and 15.1.6, may be subject to mediation as a condition precedent to ~~binding dispute resolution.~~ litigation.

§ 15.3.2 The parties ~~shall endeavor to~~ may resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry

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

...

~~**§ 15.4 ARBITRATION**~~

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

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

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

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

~~**§ 15.4.4 CONSOLIDATION OR JOINDER**~~

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

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

ARTICLE 16 EQUAL OPPORTUNITY

§ 16.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex or national origin. The Contractor shall take steps to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, religion, color, sex, 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 setting forth the policies of nondiscrimination.

§ 16.2 The Contractor and all Subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

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ARTICLE 17 PREFERENCE TO LOUISIANA RESIDENTS

§ 17.1 As authorized by La. R. S. § 38:2225.1(A), not less than eighty (80%) percent of the persons employed in fulfilling this Contract shall be residents of the State of Louisiana.

§ 17.2 This requirement shall apply to Contractor, its subcontractors and all lower-tier subcontractors. Contractor shall require the same of all of its subcontractors, shall include an identical provision in all of its subcontracts, and shall require all subcontractors to require the same of all of their subcontractors.

§ 17.3 Contractor shall provide a notarized Certification to Owner, with a copy to the Program Manager, within ten (10) days of Contractor's execution of the Contract, attesting that it is in compliance with the requirements of this Article 17. Thereafter, Contractor shall provide an updated notarized Certification to Owner, with a copy to the Program Manager, on the first day of each calendar year quarter (i.e. January 1, April 1, July 1 and December 1). Contractor shall require the same of all of its subcontractors, shall include an identical provision in all of its subcontracts, and shall require all subcontractors to require the same of all of their subcontractors.

§ 17.4 Owner and its duly authorized representatives shall have access to any books, documents, papers and records, including electronic records of Contractor, its subcontractors and all lower tier subcontractors in order to verify that the requirements of this Article have been met. Contractor shall require the same of all of its subcontractors, and shall include an identical provision in all of its subcontracts, and shall require all subcontractors to require the same of all of their subcontractors.

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

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Certification of Document's Authenticity

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I, Sherri Lynn Boykin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:34:03 on 06/21/2012 under Order No. 9359480754_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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DISADVANTAGED BUSINESS ENTERPRISE, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION PROVISIONS FOR RECOVERY SCHOOL DISTRICT CONSTRUCTION CONTRACTS ("DBE PROVISIONS")

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Recovery School District
DBE Provisions

I. SCOPE AND APPLICABILITY

1. The Louisiana Department of Education, Recovery School District (hereinafter "RSD" or "Owner") is dedicated to providing equal employment and affirmative action opportunities for all construction contractors and subcontractors, and their employees, who participate in the rebuilding of New Orleans public schools. These Disadvantaged Business Enterprise ("DBE"), Equal Employment, and Affirmative Action Provisions for Recovery School District Construction Contracts (hereinafter "DBE Provisions") evidence that dedication by setting forth specific participation goals for DBEs and for minority and female participation in the construction work required to implement the RSD's capital rebuilding program.

2. These DBE Provisions apply to ***ALL*** general construction contracts let by the RSD, ***without regard to dollar amount,*** and to all subcontracts and lower-tier subcontracts in excess of $10,000.00, let pursuant to those RSD general construction contracts**.** All Contractors shall require their Subcontractors, including lower-tier Subcontractors, with subcontracts in excess of $10,000.00, to include these or identical provisions in their subcontracts, and require compliance therewith. Failure of any Contractor, Subcontractor and/or lower tier Subcontractor, as applicable, to comply with the provisions set forth herein shall subject such Contractor, Subcontractor, and/or lower tier Subcontractor, as applicable, to the penalties set forth in Article IV herein below entitled "Owner Enforcement."

3. These DBE Provisions also satisfy the requirements of federal Executive Order 11246, which apply to "all [C]ontractors and [S]ubcontractors which hold any Federal or federally assisted construction contract in excess of $10,000.[00]." [41 C.F.R. § 60-4.1.] The references at the end of certain articles herein are to the provisions contained in the Code of Federal Regulations implementing Executive Order 11246. The references within certain articles herein to "Executive Order" are to Executive Order 11246. The RSD follows and applies the minority and female participation goals applicable to federally assisted construction projects, as set forth in Article III.3.B. herein below. Failure of any Contractor, Subcontractor and/or lower tier Subcontractor, as applicable, to adhere to the provisions set forth herein shall subject such Contractor, Subcontractor, and/or lower tier Subcontractor to the compliance, enforcement and penalty provisions imposed by the Office of Federal Contract Compliance, as required by the federal regulations implementing Executive Order 11246, as set forth throughout the provisions herein below. Importantly, the RSD applies these DBE Provisions to ***ALL*** of its general construction contracts, and not just those in excess of $10,000.00, as well as to all of its subcontracts and lower-tier subcontracts in excess of $10,000.00. All Contractors and Subcontractors, including lower-tier Subcontractors engaged to work on RSD construction projects are hereby put on notice of the scope of these provisions by this Article I.

4. These DBE Provisions are subject to ***BOTH*** the compliance, enforcement and penalty provisions imposed by the Office of Federal Contract Compliance, as required by the federal regulations implementing Executive Order 11246, ***AND*** the Owner Enforcement provisions set forth in Article IV herein below.

II. DISADVANTAGED BUSINESS ENTERPRISES ("DBE")

1. DBE DEFINITION AND CERTIFICATION

A. A Disadvantaged Business Enterprise ("DBE") is a for-profit small business concern (1) that is at least 51% owned by one of more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

B. A business that is currently certified as DBE under the Louisiana Unified Certification Program,[1] and remains certified during the existence of this Contract, shall be a DBE for purposes of this Contract.

(1) The RSD does not conduct an independent DBE certification process. In order to qualify as a DBE for the RSD, a business must be certified as a DBE by the Louisiana Unified Certification Program.

2. DBE PARTICIPATION GOALS

A. The Owner's goal for DBE participation on this Contract shall be 25 **%.**

B. Contractor shall use good faith efforts to meet the Owner's goal for DBE participation, set forth in Article II.2.A. herein above, in the performance of this Contract.

C. Contractor shall be deemed to be in compliance with the requirements of this Article II regarding DBE if:

(1) Contractor meets the DBE participation goal set forth in Article II.2.A. herein above, or

[1] The Louisiana Unified Certification Program is described on the State of Louisiana's Unified Certification Program website at: http://www8.dotd.la.gov/ucp/.

(2) Should Contractor be unable to meet the DBE participation goal, Contractor demonstrates that it has made good faith efforts, as defined in Article II.3. herein below, to meet said participation goal.

3. DBE GOOD FAITH EFFORTS

A. As used in this Article II entitled "Disadvantaged Business Enterprises," "good faith efforts" mean efforts to achieve a participation goal or other requirement of the provisions set forth in this Article II regarding DBE, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the goal or requirement.

B. The following is a list of types of actions that may be considered in determining whether Contractor has made good faith efforts to meet the participation goals of the DBE requirements set forth in this Article II. This list is illustrative, and is neither exclusive nor exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable means and available means (e.g. ensuring the inclusion of DBEs on recipient mailing lists for bidders, attendance at pre-bid meetings, advertising, written notices, and/or provision of information in languages other than English, where appropriate) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor should solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own force.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

(4) Negotiating in good faith with interested DBEs. The Contractor should make a portion of the work available to DBE subcontractors

and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered, a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(a) The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Contractor's failure to meet the contract DBE goal, as long as such costs are reasonable.

(b) The ability or desire of a Contractor to perform the work of the Contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (e.g., union v. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.

(6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by Owner or Contractor

(7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available small business community organizations; small business contractors' groups; local, state, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(9) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs

III. EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION REQUIREMENTS

1. EQUAL EMPLOYMENT OPPORTUNITY ("EEO") (Equal Opportunity Clause)

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
[41 C.F.R. §60-1.4(b)(1)]

B. 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 without regard to race, color, religion, sex, or national origin.
[41 C.F.R. §60-1.4(b)(2)]

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
[41 C.F.R. §60-1.4(b)(3)]

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
[41 C.F.R. §60-1.4(b)(4)]

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,

records, and accounts by the RSD, the RSD's Program Manager, the administering agencies of the federal funds, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
[41 C.F.R. §60-1.4(b)(5)]

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, 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, by the RSD, or as otherwise provided by law.
[41 C.F.R. §60-1.4(b)(6)]

G. The Contractor will include this Equal Employment Opportunity Clause, located at 41 C.F.R. §60-1.4(b), and reprinted herein in this Article III.1., 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, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however*, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
[41 C.F.R. §60-1.4(b)(7)]

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

A. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
[41 C.F.R. §60-4.3(1)(a)]

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
[41 C.F.R. §60-4.3(1)(b)]

(3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
[41 C.F.R. §60-4.3(1)(c)]

(4) "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
[41 C.F.R. §60-4.3(1)(d)(i)]

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
[41 C.F.R. §60-4.3(1)(d)(ii)]

(c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
[41 C.F.R. §60-4.3(1)(d)(iii)]

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
[41 C.F.R. §60-4.3(1)(d)(iv)]

B. Whenever the Contractor, or any Subcontractor, at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of $10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted, and herein below in Article III.3.B.
[41 C.F.R. §60-4.3(2)]

C. If the Contractor is participating (pursuant to 41 C.F.R. §60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or

Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
[41 C.F.R. §60-4.3(3)]

D. The Contractor shall implement the specific affirmative action standards provided herein below in Articles III.G.1. through III.G.16. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the Work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
[41 C.F.R. §60-4.3(4)]

E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
[41 C.F.R. §60-4.3(5)]

F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
[41 C.F.R. §60-4.3(6)]

G. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
[41 C.F.R. §60-4.3(7)]

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the

Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
[41 C.F.R. §60-4.3(7)(a)]

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
[41 C.F.R. §60-4.3(7)(b)]

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
[41 C.F.R. §60-4.3(7)(c)]

(4) Provide immediate written notification to the Director and the Owner when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
[41 C.F.R. §60-4.3(7)(d)]

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Article III.G.2. above.
[41 C.F.R. §60-4.3(7)(e)]

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.
[41 C.F.R. §60-4.3(7)(f)]

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
[41 C.F.R. §60-4.3(7)(g)]

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
[41 C.F.R. §60-4.3(7)(h)]

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
[41 C.F.R. §60-4.3(7)(i)]

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
[41 C.F.R. §60-4.3(7)(j)]

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.
[41 C.F.R. §60-4.3(7)(k)]

(12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
[41 C.F.R. §60-4.3(7)(l)]

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
[41 C.F.R. §60-4.3(7)(m)]

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
[41 C.F.R. §60-4.3(7)(n)]

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
[41 C.F.R. §60-4.3(7)(o)]

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
[41 C.F.R. §60-4.3(7)(p)]

H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (as set forth herein above in Articles III.G.1. through III.G.16.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Articles III.G.1. through III.G.16. of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to

documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
[41 C.F.R. §60-4.3(8)]

I. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order and of these DBE Provisions if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order and of these DBE Provisions if a specific minority group of women is underutilized).
[41 C.F.R. §60-4.3(9)]

J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.
[41 C.F.R. §60-4.3(10)]

K. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
[41 C.F.R. §60-4.3(11)]

L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
[41 C.F.R. §60-4.3(12)]

M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Article III.G. herein above of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8, and the Owner shall proceed in accordance with Article IV, herein below, of these DBE Provisions.
[41 C.F.R. §60-4.3(13)]

N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
[41 C.F.R. §60-4.3(14)]

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
[41 C.F.R. §60-4.3(15)]

3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION, INCLUDING MINORITY AND FEMALE PARTICIPATION GOALS

A. The Offeror's, Bidder's, Contractor's and Subcontractors' attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein above in Articles III.1. and III.2. [41 C.F.R. §60-4.2(d)(1)]

B. ***The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:***

Goals for minority participation: ***31.0%*** [2]

Goals for female participation: ***6.9%*** [3]

[2] This is the goal established for Orleans Parish by the United States Department of Labor, as published in the Technical Assistance Guide for Federal Construction Contractors, Office of Federal Contract Compliance Programs, U.S. Department of Labor (May 2009), Appendix E: Participation Goals for Minorities and Females, at p. E-22.

[3] This is the goal established for the Nation, which applies to Orleans Parish, by the United States Department of Labor, as published in the Technical Assistance Guide for Federal Construction Contractors, Office of Federal Contract Compliance Programs, U.S. Department of Labor (May 2009), Appendix E: Participation Goals for Minorities and Females, at p. E-2.

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order, the regulations in 41 CFR Part 60-4 and these DBE Provisions shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
[41 C.F.R. §60-4.2(d)(2)]

C. The Contractor shall provide written notification to the Owner and the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.
[41 C.F.R. §60-4.2(d)(3)]

D. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is New Orleans, Louisiana, Orleans Parish.
[41 C.F.R. §60-4.2(d)(4)]

4. CERTIFICATION OF NON-SEGREGATED FACILITIES

Contractor shall ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor’s obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Contractor’s control, where the facilities are segregated. This obligation extends to all Contracts containing the Equal Opportunity Clause regardless of the amount of the Contract. The term “facilities” as used in this section, means any waiting rooms, work

areas, restaurants and other eating areas, time clocks, restrooms and wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities; *Provided*, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes. With respect to all subcontracts in excess of $10,000.00, Contractor shall require the same of subcontractors, and shall include an identical provision in said subcontracts, and shall require subcontractors to require the same of all of their subcontractors who hold subcontracts in excess of $10,000.00.
[41 C.F.R. §60-1.8]

IV. OWNER ENFORCEMENT

A. Contractor shall be required to submit Monthly Compliance Reports to the Owner and the Owner's Program Manager, on the 21st day following the end of the previous month, and covering that previous month, identifying the steps taken and procedures followed by them as required in Articles II, III.1., III.2., III.3 and III.4. herein above of these DBE Provisions, to evidence their compliance therewith. Contractor's Monthly Compliance Reports shall include Monthly Compliance Reports of all Subcontractors and lower-tier Subcontractors, as further set forth in Article IV.B. herein below.

B. With respect to all subcontracts in excess of $10,000.00, Contractor shall require said Subcontractors, and Subcontractors shall require lower-tier Subcontractors who hold subcontracts in excess of $10,000.00, to prepare and submit Monthly Compliance Reports meeting the requirements set forth herein in this Article IV. Monthly Compliance Reports of all Subcontractors and lower-tier Subcontractors shall be provided to the Contractor no later than the 14th day following the end of the previous month, and covering that previous month, so that the Contractor can include them in a single monthly submission to the Owner and the Owner's Program Manager, which Contractor's submission is due on the 21st day following the end of the previous month.

C. At a minimum, these Monthly Compliance Reports shall contain the following information.

(1) The Monthly Compliance Reports shall identify DBEs participating in the performance of the Contract, actual payments to DBEs, and actual DBE participation percentages achieved by the Contractor and Subcontractors as of the end of the reporting month. Documentation supporting a firm's certification as a DBE shall be provided for each DBE identified in the Monthly Compliance Reports.

(2) The Monthly Compliance Reports shall document the Contractor's and Subcontractor's good faith efforts to meet the DBE Participation Goal set forth in Article II herein above.

(3) The Monthly Compliance Reports shall specifically identify the affirmative action steps taken in compliance with Article III.2.G. herein above.

(4) The Monthly Compliance Reports shall document the Contractor's and Subcontractor's good faith efforts to meet the Minority Participation Goals and Female Participation Goals set forth in Article III.3.B. herein above.

(5) The Monthly Compliance Reports shall identify the actual Minority Participation Percentage and Female Participation Percentages achieved by the Contractor and Subcontractors as of the end of the reporting month.

(6) The Monthly Compliance Reports shall contain a Certification by the Contractor and Subcontractors attesting that they have complied with all Disadvantaged Business Enterprise, Equal Employment Opportunity, and Affirmative Action Provisions set forth in these DBE Provisions and with all of the provisions of Federal Executive Order 11246, as amended, including all implementing and related rules, regulations and relevant orders of the U.S. Secretary of Labor.

(7) The Owner may, in its discretion, modify or prescribe a specific form to be used for the Monthly Compliance Reports. Until such time, Contractor and Subcontractors shall submit the Monthly Compliance Reports on their letterhead containing the signature of an authorized representative of the company, and such signature shall be notarized.

D. ***Notice of Failure to Comply and Due Process:*** Should Contractor and/or Subcontractor, as applicable, fail to comply with any of the requirements of these DBE Provisions, specifically including but not limited to compliance with the provisions governing DBE Participation Goals, Minority Participation Goals, and Female Participation Goals set forth in Articles II and III.3. B. herein above, the good faith efforts required to achieve same, and/or the specific Affirmative Action steps set forth in Article III.2.G. herein above, the Owner, either directly or through its Program Manager, shall give written Notice of Failure to Comply and to Show Cause Why Sanctions Should Not Be Imposed to the Contractor and/or Subcontractor, as further set forth herein below:

(1) Said written Notice shall identify the act(s) of noncompliance of which the Owner has knowledge. However, failure of the Owner or the Owner's Program Manager to identify any act(s) of noncompliance shall not constitute waiver by the Owner of any of its rights or remedies pursuant to these DBE Provisions, this Contract and/or to law.

(2) Said written Notice shall be delivered to the Contractor and/or Subcontractor by overnight delivery service, with proof of delivery retained by the Owner or Owner's Program Manager, with an email copy to the Contractor's and/or Subcontractor's Authorized Representative under the Contract and/or Subcontract.

(3) Contractor and/or Subcontractor shall have thirty (30) days from the date of the written Notice described in Article IV.D.1. herein above to either:

(a) Cure the acts of noncompliance, and submit a signed written response to the Owner and the Owner's Program Manager attesting that the acts of noncompliance have been cured and the means by which they have been cured; or

(b) Submit to the Owner and the Owner's Program Manager a signed written response containing a commitment to corrective action, as detailed further in Article IV.D.5. herein below; or

(c) Submit to the Owner and the Owner's Program Manager a signed written response presenting opposing facts and evidence.

(4) The signed written response shall be signed by an authorized representative of the Contractor and/or Subcontractor.

(5) If the signed written response is a commitment to corrective action, it shall specifically outline the steps it will implement to achieve compliance, and shall commit to achieve compliance with these DBE Provisions within thirty (30) days from the date of said response. The Owner may, but is not required to, grant one or more extensions of time of this deadline of thirty (30) days each. If compliance is not achieved, the Owner shall have the right to proceed with the sanctions set forth in Article IV.E. herein below.

(6) If the signed written response presents opposing facts and evidence, the Owner and/or the Owner's Program Manager shall schedule an informal hearing which shall be attended by the

Owner's Program Manager and the Contractor's and/or Subcontractor's Authorized Representative under the Contract and/or Subcontract.

a. The Owner's Program Manager shall provide written notice of this informal hearing to the Contractor and/or Subcontractor no less than fourteen (14) days before the date of the informal hearing. Said written notice shall be delivered to the Contractor and/or Subcontractor by overnight delivery service, with proof of delivery retained by the Owner or Owner's Program Manager, with an email copy to the Contractor's and/or Subcontractor's Authorized Representative under the Contract and/or Subcontract.

b. The Owner may, at its discretion, also attend.

c. Within thirty (30) days following the date of this informal hearing, the Owner and/or the Owner's Program Manager shall provide a written decision setting forth a determination of "Compliance" or "Noncompliance" with these DBE Provisions, and brief reasons therefore.

d. In the event of a finding of Noncompliance, the Owner shall have the right to proceed with the sanctions set forth in Article IV.E. herein below.

(7) If the written response to the Owner and the Owner's Program Manager attested that the acts of noncompliance have been cured, but cure was not in fact achieved, the Owner shall have the right to proceed with the sanctions set forth in Article IV.E. herein below.

E. Should Contractor and/or Subcontractor(s), as applicable, fail to comply with the DBE Provisions set forth herein, and following exhaustion of the Notice of Failure to Comply and Due Process procedures set forth in Article IV.D., herein above, Owner may impose one or more of the following sanctions, as the Owner may deem appropriate.

(1) The suspension of any payment, or part thereof, which is due or becomes due under the Contract and/or Subcontract, until such time as the Contractor and/or Subcontractor is able to demonstrate compliance with these DBE Provisions.

(2) ***The imposition and recovery by the Owner from the Contractor, and/or Subcontractor of Liquidated Damages in the amount of $3,000.00 (three thousand dollars) per calendar day for each day that Contractor and/or Subcontractor, as applicable, remain in noncompliance with these DBE Provisions.***

(3) The termination of the Contract and/or Subcontract, in whole or in part.

(4) Subsequent to the termination of the Contract, as provided in the immediately preceding Article IV.E.3., the debarment of the Contractor and/or Subcontractor from entering into any future contracts awarded by the Owner, for a period of three years following the date of said termination.

F. The required reporting and enforcement provisions set forth in this Article IV are in addition to, and supplement, and do not replace, the reporting and enforcement provisions of Federal Executive Order 11246, as amended, including all implementing and related rules, regulations and relevant orders of the U.S. Secretary of Labor.

[END OF DOCUMENT]

FEDERAL COMPLIANCE PROVISIONS FOR CONSTRUCTION CONTRACTS

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I. FEDERAL STATUTORY AND REGULATORY REQUIREMENTS

1. EXECUTIVE ORDER 11246: EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION REQUIREMENTS

The Contractor shall insure compliance with the requirements of federal Executive Order 11246, as amended, including all of its implementing regulations. Those provisions are discussed further in that separate document entitled "Disadvantaged Business Enterprise, Equal Employment, and Affirmative Action Provisions for Recovery School District Construction Contracts ('DBE Provisions')" which forms part of the Contract Documents on this Project.

2. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. [42 C.F.R. §2000e-2(a)]

3. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. [42 U.S.C. §610, *et seq*.]

4. NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

The Contractor shall comply with the requirements of 44 C.F.R. 7, "Non-discrimination in Federally Assisted Programs." Contractor shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance with 44 C.F.R. part 7 by any and all subcontractors and lower-tier subcontractors. [44 C.F.R. §7.1 *et seq*.]

5. SECTION 503 OF THE REHABILITATION ACT OF 1973
(applicable to contracts and subcontracts over $10,000.00)

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with whom it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000.00 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance. [29 U.S.C. §793(a)]

6. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination, including discrimination in employment, with respect to any program or activity that receives the benefits from the federal financial assistance. [29 U.S.C. §794(a)]

7. COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. §1857(h)), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and related Environmental

Protection Agency regulations (40 C.F.R. Part 15). The Contractor shall insert appropriate provisions in all applicable subcontracts covering work under this Contract to insure compliance with the standards, orders, requirements, and regulations by any and all subcontractors and lower-tier subcontractors. [44 C.F.R. §13.36(i)(12)]

8. FLOOD DISASTER PROTECTION

This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this Contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

9. ENERGY EFFICIENCY

The Contractor shall comply with 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 (Public Law 94-163). The Contractor shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance with these standards and policies by any and all subcontractors and lower-tier subcontractors. [44 C.F.R. §13.36(i)(13)]

10. COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C. §3145) as supplemented by Department of Labor regulations (29 C.F.R. Part 3). The Contractor shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance with the Copeland Act and its regulations by any and all subcontractors and lower-tier subcontractors. [44 C.F.R. §13.36(i)(4)]

11. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). The Contractor shall insert appropriate provisions in all applicable subcontracts covering work under this Contract to insure compliance with the Act and its regulations by any and all subcontractors and lower-tier subcontractors. [44 C.F.R. §13.36(i)(6)]

12. COMPLIANCE WITH HATCH ACT-POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. §1501 *et seq.*), which limits the political activity of employees.

13. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET REQUIREMENTS

The Contractor shall comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-87, A-102, and A-133, as they relate to the use of federal funds under this Contract. [44 C.F.R. §13.22]

14. COMPLIANCE WITH 44 C.F.R. §206.400: MINIMUM STANDARDS

The Contractor shall comply with all applicable standards of safety, decency, and sanitation and all applicable codes, specifications, and standards. In addition, the Contractor shall comply with all applicable requirements of Executive Order 11988, Floodplain Management, Executive Order 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction, and any other applicable Executive Orders. The Contractor shall insert appropriate provisions in all subcontracts covering Work under this Contract to insure compliance with this provision by any and all subcontractors and lower-tier subcontractors. [44 C.F.R. §206.400, *et seq*.]

15. ACCESS TO RECORDS & MAINTENANCE OF RECORDS

The State of Louisiana, the Federal Awarding Agency, the Grantee, the Sub-grantee (the Owner), the Comptroller General of the United States, and any of their duly authorized representatives shall have access to any and all books, documents, papers, and any and all other records of the Contractor and all subcontractors, including lower-tier subcontractors, which are pertinent to this Contract, for the purpose of audits, examinations, excerpts, and transcriptions. [44 C.F.R. §13.36(i)(10)]

The Contractor and all subcontractors, including lower-tier subcontractors, shall maintain all records which are pertinent to this Contract for a period of five (5) years after the later

of final payment by the Owner, or ***final close-out of the Project that is the subject of the federal grant award, whichever comes later.*** **[**44 C.F.R. §13.36(i)(11)]

16. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner. [44 C.F.R. § 13.36(i)(7)]

17. PATENTS

A. The Federal Awarding Agency reserves the patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract. [44 C.F.R. § 13.36(i)(8)]

B. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

C. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the Project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

D. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood that, without exception, the Contract price shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the Project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with Work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

18. COPYRIGHT

The Federal Awarding Agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

A. The copyright in any work developed under a grant, sub-grant, or contract under a

grant or sub-grant; and

B. Any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support. [44 C.F.R. §13.36(i)(9) and 44 C.F.R. §13.34]

19. DEBARMENT, SUSPENSION, AND INELIGIBILITY

A. The Contractor represents and warrants that it and its subcontractors and lower-tier subcontractors are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." [44 C.F.R. §13.35]

B. The Contractor further represents and warrants that it and its subcontractors and lower-tier subcontractors are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs by the United States government, any agencies or branches thereof, or by the State of Louisiana.

C. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by the United States Government, any agencies or branches thereof, or by the State of Louisiana.

20. PROTECTION OF LIVES AND HEALTH

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 C.F.R. 1926 *et seq.* shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

21. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

22. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The Work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701(u) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701(u), in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.

G. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

II. OTHER COMPLIANCE PROVISIONS

1. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Use of Explosives

When the use of explosives is necessary for the prosecution of the Work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed Work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.
The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the Owner, any Owner's representative, the Architect or the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

B. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices

necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or this Contract.

2. INSPECTION

The authorized representative and agents of the State of Louisiana, the Federal Awarding Agency, the Grantee, the Sub-grantee (the Owner), the Comptroller General of the United States, and any of their duly authorized representatives shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

3. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or any subcontract, including lower-tier subcontracts, or the proceeds thereof, for work to be performed on this Project. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

4. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractor to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors and to give

the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract documents.

D. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

6. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on Work under this Contract, or under any related subcontract, including lower-tier subcontracts.

7. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner, provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

8. INTEREST OF CONTRACTOR

The Contractor covenants that it and its subcontractors, including lower-tier subcontractors, presently have no interest and shall not acquire any interest direct or indirect in this Project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

9. CONFIDENTIAL FINDINGS

All of the reports, information, data, findings or similar materials prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

10. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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 federally 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11. SUSPENSION OF WORK DUE TO LEGAL ACTION

Should the Owner be prevented or enjoined from proceeding with the Work either before or after the start of construction by reason of any litigation, or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert a claim for damage by reason of said delay. However, time for completion of the Work will be extended to such reasonable time as the Owner, in the Owner's sole discretion, may determine will compensate for time lost by such delay. Such Owner's determination shall be set forth in writing.

12. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (applicable to contracts and subcontracts of $10,000.00 or less)

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor shall require the same of all of its subcontracts of $10,000.00 or less, and shall require all subcontractors to require the same of all of their subcontracts of $10,000.00 or less.

13. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of this Project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

14. TERMINATION AND BREACH OF CONTRACT

The General Conditions of the Contract for Construction, AIA Document A201 (as modified by the Owner), which form part of the Contract Documents for this Project, set forth the contractual and legal requirements for termination of the contract for cause, termination of the contract for convenience, and breach of contract. [44 C.F.R. §13.36 (i)(1) and (i)(2)]

Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program

This procurement has been designated as suitable for Louisiana certified small entrepreneurships participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurships of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a current list of Hudson Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurships will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. *(Agencies should indicate their specific requirement, i.e. where to send information and when - with bid, after clear lien, etc.)*

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at http://www.legis.state.la.us/lss/lss.asp?doc=671504; and the statutes (R.S 39:2001 *et. seq.)* concerning the Hudson Initiative may be viewed at http://www.legis.state.la.us/lss/lss.asp?doc=96265. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at http://www.doa.louisiana.gov/osp/se/se.htm.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

01/25/2010

CRITERIA FOR DEVELOPING
A SITE SPECIFIC SAFETY ACTION PLAN
FOR LARSD PROJECTS

It is the LARSD's policy that, prior to work, contractors are required to submit a **Site Specific Safety Action Plan.** The LARSD Project Manager/Project HSE Manager shall review and provide recommendations to ensure that the safety plan meets the safety requirements for the project scope of work.

It is critical that contractors and subcontractors understand the importance of developing an effectively functioning safety action plan that is pro-active and addresses the exposures to their employees for the particular work to be done. This should be addressed extensively in the safety action plan.

The criteria provide guidelines to implement an accident prevention program on LARSD construction projects and active/open school site projects. The safety plan shall fully define the contractor's commitments for meeting its obligations to provide safe and healthy working conditions for its employees.

1. Responsibilities

It is the contractor's responsibility to submit an acceptable Site Specific Safety Action Plan that includes safe and healthy work practices. Project Title, Job Site Address and a Brief Description of the scope of work is to be included on the front page of the Site Specific Safety Action Plan.

2. Job Safety Procedures in Detail

Describe in detail and specifically how site specific safety is to be incorporated into each phase of the scope of work. Use of ladders, scaffolds, flagging, equipment, exposures, special conditions, fall protection, etc., must be included for the plan to be accepted. Generalities will not be accepted to describe the safety and health conditions employees will be exposed to.

3. Areas To Be Covered In The Site Specific Safety Action Plan

*Incident/Accident Reporting Procedures
*Contractor Disciplinary Policy
*Emergency Response Action Plan
*Fire Protection and Prevention
*First Aid
*Hazard Communication Program
*Incident Reporting
*Occupational Health Program
*Personal Protective Equipment Requirement
*Job Hazard Analysis
*Craft and Task Safety Training
*Site Specific Safety Orientation for New Hires
*Safety Supervision
*Tool Box Safety Meetings
*Subcontractor Compliance
*Pre-Phase Meeting
*Project Perimeter and Access Control
*Active School Site Safety Requirements
*Active School Site Badging /Background Checks

Site Safety Action Plan

3.1 Incident/Accident Reporting Procedures

Investigation procedures must comply with those outlined in the Contractor's Claim Reporting Package. All work related accidents and incidents will be reported to the LARSD Project Manager/Project HSE Manager within four (4) hours of the occurrence. A copy of the contractor's written Incident/Accident Report is to be provided within twenty four (24) hours of the occurrence. What programs are in place to provide positive feedback to supervisors and employees who report unsafe conditions?

3.2 Contractor Disciplinary Policy

Contractor shall outline disciplinary action for any employee who jeopardizes his health or safety, or the health or safety of others.

3.3 Emergency Response Action Plan

Actions to be taken to familiarize employees with emergency procedures developed for the project site. Procedures should cover injuries, fires, emergency evacuations and similar situations. Action plan should also address severe weather conditions as well as Hurricane Preparedness/Recovery Plan.

3.4 Fire Protection and Prevention

Explain the project fire protection and prevention program in detail and how it will be maintained.

3.5 First Aid

Provide names and qualifications of contractor's designated First Aid/CPR/AED provider. What type of emergency equipment will be kept on site? Where will the first aid kit be kept? A first aid kit usage log will be required to be maintained with first aid kit.

3.6 Hazard Communication Program

Provide copy of project specific Haz-Com program. A copy of MSDS will be available and maintained at jobsite.

3.7 Occupational Health Program

Specific occupational health programs required to protect employees working on the project e.g., air monitoring, sampling, special protective clothing/equipment, or particular hazards. Contractor shall be responsible to maintain required postings such as the OSHA poster, and all required health and safety documentations such as OSHA 300 & 301 logs. Upon notification of an OSHA, EPA or other safety/health regulatory agencies inspection, the LARSD Project Manager/Project HSE Manager shall be notified immediately.

3.8 Personal Protective Equipment Requirement

Describe Contractors Personal Protective Equipment to be worn and where. Include parameters for its use. At a minimum, hard hats, safety glasses, and work type boots will be worn on all LARSD projects, to include visitors. High visibility apparel and gloves are recommended.

3.9 Job Hazard Analysis

Describe the Contractors formal job hazard analysis process. Prior to all tasks starting, a Job Hazard Analysis (JHA) will be developed by the crew to do the work. These JHAs will be kept on file in the jobsite office. Traffic Control Plan will address approved oversized delivery trucks routes. Extra consideration will be given to active/open school sites (provide copy).

3.10 Craft and Task Safety Training

Contractors are required to task train employees in the exposures they will be confronted with and the job they are expected to perform. In most cases, this will be done during the pre-job and Haz-Com orientation. What type and how often is training conducted to educate employees on their specific craft? Who conducts the training programs? Where are the training records maintained?

3.11 Site Specific Safety Orientation of New Hires

Each contractor and sub-contractor employee who is new to the jobsite must receive a thorough safety and hazard communication orientation, which imparts basic information about the site specific project safety and health program, federal/state regulations, and other safety rules and regulations needed to perform tasks safely. Future safety instructions may be necessary if hazardous work and/or unfamiliar tasks are performed. Initial orientation is to be conducted by the Contractor. A record of the orientation will be kept on file in the jobsite office. Safety orientation shall be in a language the employee speaks and understands. Orientation should include but not be limited to:

*Electrical Safety
*Personal Protective Equipment
*Fire Protection
*First Aid Facilities and Emergency Procedures
*Hazard Communication
*Housekeeping
*Medical Surveillance
*Perimeter Guarding
*Accident Reporting
*Substance Abuse Policy
*Fall Protection

*Scaffolding and Ladders
*Special Project Requirements and Procedures
*Trenching and Excavations
*Cranes, Rigging and Material Handling
*Safety Meetings
*Safe Work Practices
*Safe Equipment and Vehicle Operations

3.12 Safety Supervision

Describe how the Contractor Supervisors are going to constantly review the safe practices and procedures. Jobsite inspections are required daily, and inspection checklist should be documented at least weekly by the supervisor. List safety duties and responsibilities for all Supervisors.

3.13 Tool Box Safety Meetings

These must be held and documented at least weekly. Who conducts these? Where and when will they be held?

3.14 Subcontractor Compliance

Subcontractor shall comply with Contractors Safety Program requirement. When subcontractors programs are deficient, Contractor shall be responsible for providing them the necessary training and protection. This must be documented.

3.15 Pre-Phase Meetings

Prior to starting a potentially high risk activity, the Contractor will conduct a pre-phase meeting to identify and address the upcoming task. These meetings will be required, but not limited to, the following: site work, excavation, steel erection, concrete work, scaffold erection, masonry work, roofing work, all work requiring a crane, confined space, etc. A 24 hours notice will be given to the LARSD Project Manager/Project HSE Manager in order for them to attend the meeting. The Contractor will provide a JHA for the task discussed.

3.16 Project Perimeter and Access Control

All work areas (lay down areas, work activity, etc.) will be fenced with a six foot minimum in height fence. Unauthorized access into job site by pedestrians or visitors must be controlled by the Contractor. Contractor will ensure proper construction signage is posted on all perimeter fencing.

3.17 Active School Site Safety Requirements

All Contractor work areas shall be separated from active classroom, play areas, emergency egress routes and general public. The LARSD Project Manager/Project MSE Manager will be consulted to ensure that adequate separation/barricades are

provided in an active school. Barricades shall be adequate for areas where task will be performed and shall be maintained regularly. All contractors upon notification of school emergency or crisis situation shall cease all work and follow the contractor's evacuation procedures. Contractors will leave all tools onsite and shall not interact with any student or faculty staff at any time.

3.18 Active School Site Badging / Background Checks

General: Not later than 3 days after Award of Contract, submit the names of contractors, subcontractors and material suppliers proposed for work. Two weeks prior to commencing work on each active school site, the Contractor is to provide the following information on all employees at each school: School name, company name, employee's full name, driver's license number and State of Issuance, date of birth, race, and gender. Should a background check reveal that an employee is undesirable to work on a school campus; the Contractor shall remove that employee immediately. This list of employee information is to be submitted to the LARSD Project Manager/Project HSE Manager for distribution to each school Security Chief. The above information is to be kept current as employees start or leave with current list submitted with each week's, two week look-ahead schedule for each School.

See attached Employee Information Form.

EMPLOYEE INFORMATION FORM

SCHOOL NAME	COMPANY'S NAME	EMPLOYEE'S FULL NAME	DRIVER'S LICENSE NUMBER & STATE OF ISSUANCE	DATE OF BIRTH	RACE	GENDER

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

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

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

Louisiana Department of Education
Recovery School District
1641 Poland Avenue
New Orleans, LA 70117

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

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

RSD Master

The Architect for this Project is:
(Name, address and other information)

The Owner and Contractor agree as follows.

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.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

§1.1 The Contract Documents consist of this Agreement; Conditions of the Contract, as modified by the Owner, (General, Supplementary and other Conditions); Drawings; Specifications; Addenda issued prior to execution of this Agreement; the Bidding Documents, as listed in the Instructions to Bidders, specifically including without limitation, the Instructions to Bidders, the Advertisement for Bids, all sample forms included in the Project Manual, all completed forms submitted by the Contractor as required by the Instructions to Bidders, the Contractor's Bid Package/Proposal, and any Addenda relating to the Bidding Requirements; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. All of these documents form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, also appears in Article 9.

§ 1.2 In the event of any conflict among the Contract Documents, the provisions with the more stringent requirements requiring the better quality or greater quantity of the Work shall be estimated upon and provided. If application of the preceding sentence is not sufficient to resolve the conflict, then the following sentence shall also be applied: the more specific and more detailed descriptive information shall take precedence over the general and less detailed descriptive information. Any work, labor, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce a functionally complete Project or Work or part thereof shall be supplied by the Contractor whether or not specifically stated in the Contract Documents.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 *The date of commencement of the Work shall be set forth in the Notice to Proceed to be issued by the Owner.*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 3.4 It is mutually agreed that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if the Project is not Substantially Complete and the Punch List is not completed within the time set forth herein and further set forth in the Owner's Modified General Conditions. It is further mutually agreed that the Contractor's failure to achieve Substantial Completion and failure to complete the Punch List within the Contract Time, as set forth herein and as further set forth in the Owner's Modified General Conditions, shall result in the imposition of Liquidated Damages upon the Contractor.

§ 3.4.1 The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount of ($_____) per calendar day for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time set forth in Article 3 above of this Agreement.

§ 3.4.2 In addition, the Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount of 200% of the daily rate stated in Section 3.4.1 above, or ($_____) per calendar day, for each calendar day (Saturdays, Sundays, and legal holidays included) that the Contractor fails to complete the Punch List within forty-five (45) days from the date of the Punch List. Thus, the Liquidated Damages set forth in this Section shall begin to accrue on the 46th day following the date of the Punch List, and shall continue until the Punch List is fully and properly completed.

§ 3.4.3 The Owner shall be entitled to collect any and all sums that are due the Owner as Liquidated Damages in any manner available, including but not limited to withholding the amounts due to the Contractor for Progress Payments or Final Payment, deducting the Liquidated Damages due by a Construction Change Directive, or collecting the amounts due from the Contractor or the Contractor's Surety. The Contractor and the Contractor's Surety hereby agree and will be held liable for any Liquidated Damages imposed in accordance with these Contract Documents.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

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

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§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Paragraph deleted)
Allowances shall not be made on any of the Work.
(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, and is fully and accurately complete in all respects, and includes the requisite waiver of lien specified in Section 5.1.8 below, the Owner shall make payment to the Contractor not later than forty-five (45) days after the Owner's receipt of the Architect-approved Certificate for Payment. If a fully and accurately completed Application for Payment, including the requisite waiver of lien is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Owner's receipt of the Architect- approved Certificate for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5.1 Applications for Payment shall be accompanied by an updated Construction Schedule, as required by Sections 9.3.1.2 and 3.10.1 of the Owner's Modified General Conditions.

§ 5.1.5.2 Each Application for Payment for a Progress Payment shall be accompanied by a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payment, in the form attached hereto as Exhibit "A."

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage as set forth below. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, as Modified by the Owner;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage as set forth below;

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.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, as Modified by the Owner.

.5 Normal retainage shall be as follows:
(i) Projects with a Contract Sum of less than $500,000.00 shall be 10% of the Contract Sum;
(ii)Projects with a Contract Sum of $500,000.00 or more shall be 5% of the Contract Sum.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add,

(Paragraphs deleted)

if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, as Modified by the Owner.

.2 Deduct any applicable Liquidated Damages.

§ 5.1.8

(Paragraphs deleted)

The normal retainage shall not be due the Contractor until after all of the following have occurred: (1) Substantial Completion has been achieved; (2) the Architect has prepared and the Owner has approved and accepted a Certificate of Substantial Completion, including an attached Punch List meeting the requirements of Sections 9.8.4 and 9.8.5 of the Owner's Modified General Conditions; AIA Document A201-2007; (3) the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached as Exhibit "A" to this Owner's Modified Agreement, AIA Document A101 and (4) the Contractor has submitted an Application for Payment for the retainage. If there are insufficient funds remaining in the Contract Sum to both pay the normal retainage and cover the value assigned to the Punch List (as set forth in Section 9.8.5 of the Owner's Modified General Conditions), then the Owner shall withhold payment of the normal retainage to the extent necessary to cover the shortfall. If the value of the Punch List (as set forth in Section 9.8.5 of the Owner's Modified General Conditions) exceeds the funds remaining in the Contract Sum, including the normal retainage, Contractor shall not be entitled to the payment of any normal retainage. Instead, Contractor and/or its Surety shall be liable for and shall pay the shortfall to the Owner.

§ 5.1.9 *There shall be no reduction or limitation of retainage.*

§ 5.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, less any applicable Liquidated Damages, shall be made by the Owner to the Contractor only after:

.1 the Contractor has fully, completely and satisfactorily performed the Contract, except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, as Modified by the Owner, and to satisfy other requirements, if any, which extend beyond final payment;

.2 a final Certificate for Payment has been issued by the Architect.

.3 all of the requirements set forth in Sections 9.10.2, 9.10.2.1 and 9.10.2.2 of AIA Document A201-2007, as Modified by the Owner, have been satisfied;

.4 the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached hereto as Exhibit "B."

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than forty-five (45) days after the issuance of the Architect's final Certificate for Payment, which shall only be issued after all of the requirements set forth in Section 5.2.1 have been satisfied.

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, (Paragraphs deleted)
as Modified by the Owner.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, optional mediation pursuant to Section 15.3 of AIA Document A201–2007, as Modified by the Owner, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[**XX**] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as Modified by the Owner, or as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear no interest.
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:
(Name, address and other information)

Jacobs/CSRS Program Management
909 Poydras Street, Suite 1200
New Orleans, LA 70112
Phone: (504) 592-0140

§ 8.4 The Contractor's representative:
(Name, address and other information)

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§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§ 8.6.1 Contractor agrees not to and shall not discriminate in its employment practices, and will render services under the Contract without regard to race, age, color, religion, sex, national origin, veteran status, political affiliation, disabilities or sexual orientation.

§ 8.6.2 Any act of discrimination committed by Contractor, or failure to comply with the applicable statutory obligations identified in Section 8.6.1 above and elsewhere in the Contract Documents shall be grounds for the Owner to terminate this Contract.

§ 8.6.3 Contractor's violation of any federal or state law shall be grounds for the Owner to terminate this Contract.

§ 8.6.4 The Agreement, the Contract Documents and any and all claims or causes of action arising out of or related to the Project and/or the Contract Documents shall be governed by the laws of the State of Louisiana, without regard to its conflicts of laws principles.

§8.6.5 The Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole and exclusive jurisdiction and venue over any action arising out of or related to the Agreement, the Project, and/or the Contract Documents, with no right to a trial by jury, and with specific and informed waiver of any right to a trial by jury. In the event of diversity for purposes of federal court jurisdiction or any other cause of action that may allow for federal court jurisdiction or venue, the Contractor, its Surety, its Sub-contractors and suppliers all specifically waive the right to file, transfer or try in federal court any claim or cause of action arising out of or related to this Contract, the Project, and/or the Contract Documents, in favor of the sole and exclusive jurisdiction and venue in the Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

§8.6.6 It is mutually agreed by the Contractor and the Owner, as a material consideration in entering into this Contract, that Modifications made to this Agreement (AIA A101), the General Conditions (AIA A201) and any other Contract Documents shall not be construed against the maker of such Modifications.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor as Modified by the Owner.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as Modified by the Owner

§ 9.1.3 The Supplementary and other Conditions of the Contract, are as included in the Project Manual.
(Table deleted)
§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Title of Specifications exhibit:

(Table deleted)
§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Title of Drawings exhibit:
(Table deleted)
§ 9.1.6 The Addenda, if any:

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(Paragraph deleted)

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

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(Paragraph deleted)

(i) Bidding Documents, as listed in the Instructions to Bidders, specifically including without limitation, the Instructions to Bidders, the Advertisement for Bids, all sample forms included in the Project Manual,, all completed forms submitted by the Contractor as required by the Instructions to Bidders, the Contractor's Bid Package/Proposal, and any Addenda relating to the Bidding Requirements.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, as Modified by the Owner. All of those detailed requirements of Article 11 are incorporated herein by reference, as if fully set forth herein, and shall not be repeated here, and shall be complied with fully and completely.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	**Limit of liability or bond amount ($ 0.00)**

This Agreement entered into as of the day and year first written above, and is executed in seven (7) original forms, one of which shall be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
John White State Superintendent of Education	
(Printed name and title)	*(Printed name and title)*

OWNER *(Signature)*

Patrick Dobard
Superintendent of Recovery School District

(Printed name and title)

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Additions and Deletions Report for
AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:34:13 on 02/01/2012.

PAGE 1

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

...

(Name, ~~legal status,~~ address and other information)

Louisiana Department of Education
Recovery School District
1641 Poland Avenue
New Orleans, LA 70117

...

(Name, ~~legal status,~~ address and other information)

...

RSD Master

...

The ~~Architect:~~Architect for this Project is:
(Name, ~~legal status,~~ address and other information)

PAGE 2

~~The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.~~**§1.1**
The Contract Documents consist of this Agreement; Conditions of the Contract, as modified by the Owner, (General, Supplementary and other Conditions); Drawings; Specifications; Addenda issued prior to execution of this Agreement; the Bidding Documents, as listed in the Instructions to Bidders, specifically including without limitation, the Instructions to Bidders, the Advertisement for Bids, all sample forms included in the Project Manual, all completed forms submitted by the Contractor as required by the Instructions to Bidders, the Contractor's Bid Package/Proposal, and any Addenda relating to the Bidding Requirements; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. All of these documents form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated

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User Notes: (910585447)

agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, also appears in Article 9.

§ 1.2 In the event of any conflict among the Contract Documents, the provisions with the more stringent requirements requiring the better quality or greater quantity of the Work shall be estimated upon and provided. If application of the preceding sentence is not sufficient to resolve the conflict, then the following sentence shall also be applied: the more specific and more detailed descriptive information shall take precedence over the general and less detailed descriptive information. Any work, labor, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce a functionally complete Project or Work or part thereof shall be supplied by the Contractor whether or not specifically stated in the Contract Documents.

...

§ 3.1 The date of commencement of the Work shall be ~~the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.~~
~~*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*~~*set forth in the Notice to Proceed to be issued by the Owner.*

PAGE 3

§ 3.4 It is mutually agreed that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if the Project is not Substantially Complete and the Punch List is not completed within the time set forth herein and further set forth in the Owner's Modified General Conditions. It is further mutually agreed that the Contractor's failure to achieve Substantial Completion and failure to complete the Punch List within the Contract Time, as set forth herein and as further set forth in the Owner's Modified General Conditions, shall result in the imposition of Liquidated Damages upon the Contractor.

§ 3.4.1 The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount of ($_____) per calendar day for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time set forth in Article 3 above of this Agreement.

§ 3.4.2 In addition, the Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount of 200% of the daily rate stated in Section 3.4.1 above, or ($_____) per calendar day, for each calendar day (Saturdays, Sundays, and legal holidays included) that the Contractor fails to complete the Punch List within forty-five (45) days from the date of the Punch List. Thus, the Liquidated Damages set forth in this Section shall begin to accrue on the 46th day following the date of the Punch List, and shall continue until the Punch List is fully and properly completed.

§ 3.4.3 The Owner shall be entitled to collect any and all sums that are due the Owner as Liquidated Damages in any manner available, including but not limited to withholding the amounts due to the Contractor for Progress Payments or Final Payment, deducting the Liquidated Damages due by a Construction Change Directive, or collecting the amounts due from the Contractor or the Contractor's Surety. The Contractor and the Contractor's Surety hereby agree and will be held liable for any Liquidated Damages imposed in accordance with these Contract Documents.

PAGE 4

Item	**Units and Limitations**	**Price Per Unit ~~($0.00)~~($ 0.00)**

...

~~*(Identify allowance and state exclusions, if any, from the allowance price.)*~~
Allowances shall not be made on any of the Work.

~~**Item**~~	~~**Price**~~

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...

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

month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~day of a month, the Owner shall make payment of the certified amount~~ 10th day of a month, and is fully and accurately complete in all respects, and includes the requisite waiver of lien specified in Section 5.1.8 below, the Owner shall make payment to the Contractor not later than ~~the __ day of the __ month. If an Application for Payment~~ forty-five (45) days after the Owner's receipt of the Architect-approved Certificate for Payment. If a fully and accurately completed Application for Payment, including the requisite waiver of lien is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~( ) days after the Architect receives the Application~~ forty-five (45) days after the Owner's receipt of the Architect- approved Certificate for Payment.

...

§ 5.1.5.1 Applications for Payment shall be accompanied by an updated Construction Schedule, as required by Sections 9.3.1.2 and 3.10.1 of the Owner's Modified General Conditions.

§ 5.1.5.2 Each Application for Payment for a Progress Payment shall be accompanied by a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payment, in the form attached hereto as Exhibit "A."

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage ~~of __ percent (__ %).~~ as set forth below. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for ~~Construction;~~Construction, as Modified by the Owner;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage ~~of percent (__ %);~~as set forth below;

PAGE 5

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document ~~A201–2007.~~A201–2007, as Modified by the Owner.

.5 Normal retainage shall be as follows:

(i) Projects with a Contract Sum of less than $500,000.00 shall be 10% of the Contract Sum;

(ii)Projects with a Contract Sum of $500,000.00 or more shall be 5% of the Contract Sum.

...

.1 Add, ~~upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and~~
~~*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*~~

.2 ~~Add,~~ if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document ~~A201–2007.~~A201–2007, as Modified by the Owner.

.2 Deduct any applicable Liquidated Damages.

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§ 5.1.8 ~~Reduction or limitation of retainage, if any, shall be as follows:~~
~~*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*~~

The normal retainage shall not be due the Contractor until after all of the following have occurred: (1) Substantial Completion has been achieved; (2) the Architect has prepared and the Owner has approved and accepted a Certificate of Substantial Completion, including an attached Punch List meeting the requirements of Sections 9.8.4 and 9.8.5 of the Owner's Modified General Conditions; AIA Document A201-2007; (3) the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached as Exhibit "A" to this Owner's Modified Agreement, AIA Document A101 and (4) the Contractor has submitted an Application for Payment for the retainage. If there are insufficient funds remaining in the Contract Sum to both pay the normal retainage and cover the value assigned to the Punch List (as set forth in Section 9.8.5 of the Owner's Modified General Conditions), then the Owner shall withhold payment of the normal retainage to the extent necessary to cover the shortfall. If the value of the Punch List (as set forth in Section 9.8.5 of the Owner's Modified General Conditions) exceeds the funds remaining in the Contract Sum, including the normal retainage, Contractor shall not be entitled to the payment of any normal retainage. Instead, Contractor and/or its Surety shall be liable for and shall pay the shortfall to the Owner.

§ 5.1.9 ~~*Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.*~~*There shall be no reduction or limitation of retainage.*

§ 5.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

...

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, less any applicable Liquidated Damages, shall be made by the Owner to the Contractor ~~when~~only after:

.1 the Contractor has ~~fully performed the Contract~~ fully, completely and satisfactorily performed the Contract, except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, as Modified by the Owner, and to satisfy other requirements, if any, which extend beyond final payment; ~~and~~

.2 a final Certificate for Payment has been issued by the Architect.

.3 all of the requirements set forth in Sections 9.10.2, 9.10.2.1 and 9.10.2.2 of AIA Document A201-2007, as Modified by the Owner, have been satisfied;

.4 the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached hereto as Exhibit "B."

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~ forty-five (45) days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~which shall only be issued after all of the requirements set forth in Section 5.2.1 have been satisfied.

PAGE 6

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, ~~unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.~~
~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

as Modified by the Owner.

...

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For any Claim subject to, but not resolved by, optional mediation pursuant to Section 15.3 of AIA Document A201–2007, as Modified by the Owner, the method of binding dispute resolution shall be as follows:

...

[–] [XX] Litigation in a court of competent jurisdiction

...

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as Modified by the Owner, or as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear ~~interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~no interest.
(Insert rate of interest agreed upon, if any.)

~~%~~

...

Jacobs/CSRS Program Management
909 Poydras Street, Suite 1200
New Orleans, LA 70112
Phone: (504) 592-0140

PAGE 7

§ 8.6.1 Contractor agrees not to and shall not discriminate in its employment practices, and will render services under the Contract without regard to race, age, color, religion, sex, national origin, veteran status, political affiliation, disabilities or sexual orientation.

§ 8.6.2 Any act of discrimination committed by Contractor, or failure to comply with the applicable statutory obligations identified in Section 8.6.1 above and elsewhere in the Contract Documents shall be grounds for the Owner to terminate this Contract.

§ 8.6.3 Contractor's violation of any federal or state law shall be grounds for the Owner to terminate this Contract.

§ 8.6.4 The Agreement, the Contract Documents and any and all claims or causes of action arising out of or related to the Project and/or the Contract Documents shall be governed by the laws of the State of Louisiana, without regard to its conflicts of laws principles.

§8.6.5 The Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole and exclusive jurisdiction and venue over any action arising out of or related to the Agreement, the Project, and/or the Contract Documents, with no right to a trial by jury, and with specific and informed waiver of any right to a trial by jury. In the event of diversity for purposes of federal court jurisdiction or any other cause of action that may allow for federal court jurisdiction or venue, the Contractor, its Surety, its Sub-contractors and suppliers all specifically waive the right to file, transfer or try in federal court any claim or cause of action arising out of or related to this Contract, the Project, and/or the Contract Documents, in favor of the sole and exclusive jurisdiction and venue in the Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

§8.6.6 It is mutually agreed by the Contractor and the Owner, as a material consideration in entering into this Contract, that Modifications made to this Agreement (AIA A101), the General Conditions (AIA A201) and any other Contract Documents shall not be construed against the maker of such Modifications.

...

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§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and ~~Contractor.~~Contractor as Modified by the Owner.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for ~~Construction.~~Construction, as Modified by the Owner

§ 9.1.3 The Supplementary and other Conditions of the ~~Contract:~~
Contract, are as included in the Project Manual.

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

...

Title of Specifications exhibit:

...

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

...

Title of Drawings exhibit:

~~Number~~	~~Title~~	~~Date~~

PAGE 8

~~Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.~~

...

~~*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*~~

(i) Bidding Documents, as listed in the Instructions to Bidders, specifically including without limitation, the Instructions to Bidders, the Advertisement for Bids, all sample forms included in the Project Manual,, all completed forms submitted by the Contractor as required by the Instructions to Bidders, the Contractor's Bid Package/Proposal, and any Addenda relating to the Bidding Requirements.

...

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document ~~A201–2007.~~A201–2007, as Modified by the Owner. All of those detailed requirements of Article 11 are incorporated herein by reference, as if fully set forth herein, and shall not be repeated here, and shall be complied with fully and completely.

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...

Type of insurance or bond	Limit of liability or bond amount ~~($0.00)~~($ 0.00)

...

This Agreement entered into as of the day and year first written ~~above.~~above, and is executed in seven (7) original forms, one of which shall be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
John White State Superintendent of Education	
(Printed name and title)	*(Printed name and title)*
OWNER *(Signature)*	~~**CONTRACTOR** *(Signature)*~~
Patrick Dobard Superintendent of Recovery School District	
(Printed name and title)	~~*(Printed name and title)*~~

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User Notes: (910585447)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sherri Lynn Boykin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:34:13 on 02/01/2012 under Order No. 0943138939_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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EXHIBIT "A"
To Agreement and General Conditions Between Owner and Contractor
Regarding _____[IDENTIFY PROJECT]_____
Dated _____, 201_

CONTRACTOR'S CONDITIONAL
WAIVER OF LIEN FOR CURRENT PROGRESS PAYMENT
and
UNCONDITIONAL WAIVER OF
LIEN FOR PRIOR PROGRESS PAYMENTS

STATE OF LOUISIANA DATE: _____

PARISH OF ORLEANS

The Undersigned is a General Contractor, Subcontractor, materialman, or other person furnishing labor, services or materials pursuant to that Contract dated _____ ___, 201_, between the State of Louisiana, Department of Education (the "Owner") and Undersigned (the "Contractor"), for Work performed on the _____ [INSERT PROJECT NAME] in Orleans Parish, Louisiana. Said Contract is for the total amount of $_____, for Work on the following described Property:

INSERT DESCRIPTION OF PROPERTY

Contractor submits this Conditional Waiver of Lien Upon Current Progress Payment and Unconditional Waiver of Lien Upon Prior Progress Payments in connection with that Application for Payment dated _____[INSERT PAY APP DATE] submitted by Contractor to Owner in the amount of $_____[INSERT PAY APP AMOUNT].

In consideration of receipt of the sum of the current Application for Payment, $_____, the Contractor hereby waives, releases, relinquishes and quitclaims, in favor of Owner and its successors and assigns, and all persons or entities with any legal or equitable interest in the above-referenced Property, any and all right that Contractor has or may have to lien and claim a lien for all work performed and all costs or expenses incurred, including all labor, services and materials furnished, on the above-referenced Property, up to and including the date of this Waiver of Lien, except for the payment of retainage. This Conditional Waiver of Lien for Current Progress Payment is conditioned upon the Owner's payment to the Contractor being paid in good and sufficient funds by the Bank upon which it is drawn to the account of the Contractor. Once said Bank has made such payment, this Waiver of Lien for Current Progress Payment shall become Unconditional.

Contractor hereby attests that all amounts on prior Applications for Payment have been received from the Owner, and are deemed paid in full, such payments totaling $_____

as of the date of this Waiver of Lien. In consideration of receipt of these sums, the Contractor hereby unconditionally waives, releases, relinquishes and quitclaims, in favor of Owner and its successors and assigns, and all persons or entities with any legal or equitable interest in the above-referenced Property, any and all right that Contractor has or may have to lien and claim a lien for all work performed and all costs or expenses incurred, including all labor, services and materials furnished, on the above-referenced Property, up to and including the date of this Waiver of Lien, except for the payment of retainage.

Undersigned does hereby attest that he/she is duly authorized to act on behalf of the Contractor, and further does hereby certify that every performance of labor and/or items of material for which the Contractor is requesting payment has been performed in strict accordance with the terms and conditions of the hereinabove referenced Contract, and that all labor and/or materials for which this payment is requested has been performed and/or delivered as of the date hereinabove mentioned. Further, any and all contractors, subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the undersigned for use or incorporation into the construction of the improvements to the Property have been paid and satisfied in full, including payments made on equipment in use on the Project, including that on rental and lease purchase agreements, excepting only amounts in the current Application for Payment dated _____, and retainage, if any, thereon. Contractor further attests that there are no outstanding claims of any character arising out of, or related to, the Contractor's activities on, or improvements to, the Property.

This Waiver constitutes a representation by the undersigned, for and on behalf of the firm or company listed below, that the payments referenced above, once received, constitute full and complete payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, and general conditions costs) relative to the work or improvements at the Property as of the date of this Waiver, except for the payment of retainage. The undersigned hereby specifically waives, quitclaims and releases any Claim, as that term is defined in the Contract Documents, for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the Owner, or any other person or entity with a legal or equitable interest in the Property, as of the date of this Waiver, except as follows:

[INSERT EXCEPTIONS, IF ANY]

_____

This Waiver is specifically made for the benefit of the Owner, and may be relied upon unconditionally by the Owner.

In Witness hereof, the undersigned signatory, acting for and on behalf of the firm or company listed below, and all of its laborers, subcontractors and suppliers, has placed his hand and seal.

CONTRACTOR: _____

By (Signature): _____
Print Name: _____
Title: _____

Sworn to and subscribed before me, this ____ day of _____, 201_.

_____
NOTARY PUBLIC in and for the
PARISH OF _____
STATE OF LOUISIANA

EXHIBIT "B"
To Agreement and General Conditions Between Owner and Contractor
Regarding _____[IDENTIFY PROJECT]_____
Dated _____ ____, 201_

CONTRACTOR'S UNCONDITIONAL
WAIVER OF LIEN UPON FINAL PAYMENT

STATE OF LOUISIANA DATE: _____

PARISH OF ORLEANS

The Undersigned is a General Contractor, Subcontractor, materialman, or other person furnishing labor, services or materials pursuant to that Contract dated _____ ___, 201_, between the State of Louisiana, Department of Education (the "Owner") and Undersigned (the "Contractor"), for Work performed on the _____ [INSERT PROJECT NAME] in Orleans Parish, Louisiana. Said Contract is for the total amount of $_____, for Work on the following described Property:

INSERT DESCRIPTION OF PROPERTY

Contractor submits this Unconditional Waiver of Lien Upon Final Payment and in connection with its Final Application for Payment dated _____[INSERT PAY APP DATE] submitted by Contractor to Owner in the amount of $_____[INSERT PAY APP AMOUNT].

In consideration of receipt of the sum of the Final Application for Payment, $_____, the Contractor hereby unconditionally waives, releases, relinquishes and quitclaims, in favor of Owner and its successors and assigns, and all persons or entities with any legal or equitable interest in the above-referenced Property, any and all right that Contractor has or may have to lien and claim a lien for all work performed and all costs or expenses incurred, including all labor, services and materials furnished, on the above-referenced Property, up to and including the date of this Waiver of Lien.

Contractor hereby attests that all amounts on prior Applications for Payment have been received from the Owner, and are deemed paid in full, such payments totaling $_____ as of the date of this Unconditional Waiver of Lien Upon Final Payment. In consideration of receipt of these sums, the Contractor hereby unconditionally waives, releases, relinquishes and quitclaims, in favor of Owner and its successors and assigns, and all persons or entities with any legal or equitable interest in the above-referenced Property, any and all right that Contractor has or may have to lien and claim a lien for all work performed and all costs or expenses incurred, including all labor, services and materials furnished, on the above-referenced Property.

Undersigned does hereby attest that he/she is duly authorized to act on behalf of Contractor, and further does hereby certify that every performance of labor and/or items of

material for which the Contractor is requesting payment has been performed in strict accordance with the terms and conditions of the hereinabove referenced Contract, and that all labor and/or materials for which this payment is requested has been performed and/or delivered. Further, any and all contractors, subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the undersigned for use or incorporation into the construction of the improvements to the Property have been paid and satisfied in full, including payments made on equipment in use on the Project, including that on rental and lease purchase agreements. Contractor further attests that there are no outstanding claims of any character arising out of, or related to, the Contractor's activities on, or improvements to, the Property.

This Waiver constitutes a representation by the undersigned, for and on behalf of the firm or company listed below, that the payments referenced above, once received, constitute full and complete payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, and general conditions costs) relative to the work or improvements at the Property. The undersigned hereby specifically waives, quitclaims and releases any Claim, as that term is defined in the Contract Documents, for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the Owner, or any other person or entity with a legal or equitable interest in the Property, relative to the Work or improvements at the Property. This Waiver is specifically made for the benefit of the Owner, and may be relied upon unconditionally by the Owner.

In Witness hereof, the undersigned signatory, acting for and on behalf of the firm or company listed below, and all of its laborers, subcontractors and suppliers, has placed his hand and seal.

CONTRACTOR: _____

By (Signature): _____
Print Name: _____
Title: _____

Sworn to and subscribed before me, this ____ day of _____, 201_.

_____
NOTARY PUBLIC in and for the
PARISH OF _____
STATE OF LOUISIANA

_____

_____

NAME OF PROJECT

_____ _____

PROJECT NUMBER **DATE OF BID**

ATTESTATION CLAUSE REQUIRED BY LA. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

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

(a) Public bribery (R.S. 14:118)
(b) Corrupt influencing (R.S. 14:120)
(c) Extortion (R.S. 14:66)
(d) Money laundering (R.S. 14:230)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67
(b) Identity Theft (R.S. 14:67.16)
(c) Theft of a business record (R.S.14:67.20)
(d) False accounting (R.S. 14:70)
(e) Issuing worthless checks (R.S. 14:71)
(f) Bank fraud (R.S. 14:71.1)
(g) Forgery (R.S. 14:72)
(h) Contractors; misapplication of payments (R.S. 14:202)
(i) Malfeasance in office (R.S. 14:134)

_____ _____

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 _____, 2012:

_____

NOTARY PUBLIC

SALES TAX EXEMPTION CONTRACT

STATE OF LOUISIANA
PARISH OF ORLEANS

CONTRACT FOR LA R.S. 47:301(8)(c) SALES AND TAX EXEMPTION

WHEREAS _____ (_____), Contractor, has been awarded a Contract with _____ (the District), a public entity/political subdivision, in accord with the LA public bid Law for the following public project:

_____ Referred to as the Project.

WHEREAS _____, and/or its subcontractors on this project, in their execution of the Project will use and/or purchase tangible property and/or goods which will be consumed in completing the Project or which will be incorporated into the Project;

WHEREAS _____, and/or its subcontractors on this project, in bidding on the Project, did not include sales and use taxes on tangible property and/or goods which will be consumed in completing the Project or which will be incorporated into the Project;

WHEREAS _____, the District, wishes to avail itself of the sales and use tax exemption afforded to it by LA R.S. 47:301(8)(c);

WHEREAS the District wishes to avoid paying sales and use taxes when it has no legal obligation to do so;

WHEREAS the District's unnecessary payment of sales and use taxes could be a violation of its duty to prudently administer the public funds in its charge;

WHEREAS the parties may avoid the unnecessary payment of sales and use taxes if _____ and/or its subcontractors on this project act as the District's agent and/or instrumentality for the purchase and/or use of tangible property which will be consumed in completing the Project or which will be incorporated into the Project;

WHEREAS _____ and its subcontractors on this project and the District mutually agree to a contract of agency and/or instrumentality between them for the purchase and/or use of tangible property which will be consumed in completing the Project or which will be incorporated into the Project and thereby avoid the unnecessary payment of sales and/or use taxes;

NOW THEREFORE the District appoints _____ and its subcontractors on this project as its agent and/or instrumentality for purposes of the purchase and/or use of tangible property which will be consumed in completing the Project or which will be incorporated into the Project subject to the following conditions:

All purchases under this Contract shall be made from the public funds paid to _____ and/or its subcontractors on this project and shall be charged to the contract price for the Project. _____ and/or its subcontractors on this project shall obtain invoices for all purchases made under this Contract. The invoices shall bear the name and number of the Project as listed above. All materials and equipment shall be purchased by _____ and/or its subcontractors on this project in the name of the District using funds that are accounted for to the District and that are traced to public funds.

Title to all property purchased under this contract shall immediately pass to the District at the time of the purchase, but _____ and/or its subcontractors on this project shall be the depositary or custodian of the property until the District accepts the Project as substantially complete at which time this Contract shall terminate.

In the event that _____ and/or its subcontractors on this project are subject to a sales or use tax audit by either the State of Louisiana or a local government subdivision and the taxing authority assess taxes on any materials or equipment incorporated into the Project or use in its work, the District shall be responsible for defending the tax-exempt status or the purchases at issue. Moreover, should the taxing authority prevail in imposing its sales or use tax, the District shall be ultimately liable for remitting to the taxing authority the taxes, interest and penalties ultimately found due unless _____ and/or its subcontractors on this project have failed to comply with this contract.

This Contract does not limit or otherwise alter Contractor's responsibilities (1) to fully insure materials and equipment to be furnished by Contractor; (2) to insure the work at all times prior to substantial completion; (3) to fully warrant all materials and equipment furnished by Contractor; (4) to alter the method or time frames for payments established under the Project; (5) to change the rights of the District to accept or reject the work or any part thereof or alter the manner or time frames in which inspections may be made by the engineer or the architect on behalf of the District; (6) to provide for the safety and protection of materials and equipment whether in storage on or off the site and regardless whether titled to the contracting agency as part of the work; (7) to maintain liability and property insurance, specifically including coverage for damages to the materials and equipment prior to final acceptance and claims for damages because of bodily injury, sickness, or death of any of _____'s and/or its subcontractors on this project employees or any person other than _____'s and/or its subcontractors on this project employees; (8) to properly correct the work as required by the

engineer or the architect or diminish the District's and engineers or architect's right to reject any portions of the work.

_____ accepts its appointment as indicated by the signature of its authorized agent on the date shown below. The subcontractors of _____ on this project shall accept this appointment by their execution of a subcontract with _____ to which this Sales Tax Exemption Agreement shall be incorporated by reference and attached as an Exhibit thereto.

_____	_____	
CONTRACTOR	WITNESS	DATE
	_____	
	WITNESS	DATE

Sworn to and subscribed before me on this ____ day of _____, 201__.

_____
Notary Public

_____	_____	
RECOVERY SCHOOL DISTRICT	WITNESS	DATE
	_____	
	WITNESS	DATE

Sworn to and subscribed before me on this ____ day of _____, 201__.

_____
Notary Public

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
State of Louisiana
Department of Education
Recovery School District
1641 Poland Avenue
New Orleans, LA 70117

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
RSD Templates

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ **YES** See Text of Bond, and Section 16.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:

Jacobs/CSRS Program Management
909 Poydras Street, Suite 1200
New Orleans, LA 70112
Phone: (504) 592-0140

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.

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

Init.
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User Notes: (1952788277)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor fully, completely and satisfactorily performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract, as reduced by costs and/or damages resulting from the Contractor's Default, to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 The Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana, shall have exclusive jurisdiction and venue in any action arising under this Bond. The prescriptive periods provided by Louisiana law shall apply.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor, as defined in Article 1 of the Agreement Between Owner and Contractor, AIA Document A101-2007, as modified by the Owner.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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User Notes: (1952788277)

§ 16 Modifications to this bond are as follows:

16.1 Modifications to this bond are reflected in the text of this bond, directly in the affected sections.

16.2 By issuing and executing this Bond, as reflected by the signature(s) below, Surety represents and agrees that it complies with all applicable Louisiana laws governing Sureties, including but not limited La. R.S. 38:2219, and with Article 8 of the Instructions to Bidders (which Instructions are part of the defined Contract Documents).

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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Additions and Deletions Report for

AIA® Document A312™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:38:46 on 02/01/2012.

PAGE 1

State of Louisiana
Department of Education
Recovery School District
1641 Poland Avenue
New Orleans, LA 70117

...

RSD Templates

...

Modifications to this Bond: ☐ None ☒ **YES** See ~~Section 16~~Text of Bond, and Section 16.

...

AGENT or **BROKER:**

~~(Architect, Engineer or other party:)~~**OWNER'S REPRESENTATIVE:**

Jacobs/CSRS Program Management
909 Poydras Street, Suite 1200
New Orleans, LA 70112
Phone: (504) 592-0140

PAGE 2

§ 2 If the Contractor fully, completely and satisfactorily performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

...

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. ~~If the Surety timely requests a conference, the Owner shall attend.~~ Unless

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User Notes: (1952788277)

the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

...

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction ~~Contract~~ Contract, as reduced by costs and/or damages resulting from the Contractor's Default, to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its ~~obligations, except to the extent the Surety demonstrates actual prejudice.~~obligations.

PAGE 3

§ 11 ~~Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.~~The Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana, shall have exclusive jurisdiction and venue in any action arising under this Bond. The prescriptive periods provided by Louisiana law shall apply.

...

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and ~~Contractor.~~Contractor, as defined in Article 1 of the Agreement Between Owner and Contractor, AIA Document A101-2007, as modified by the Owner.

PAGE 4

16.1 Modifications to this bond are reflected in the text of this bond, directly in the affected sections.

16.2 By issuing and executing this Bond, as reflected by the signature(s) below, Surety represents and agrees that it complies with all applicable Louisiana laws governing Sureties, including but not limited La. R.S. 38:2219, and with Article 8 of the Instructions to Bidders (which Instructions are part of the defined Contract Documents).

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User Notes: (1952788277)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sherri Lynn Boykin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:38:46 on 02/01/2012 under Order No. 0943138939_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
State of Louisiana
Department of Education
Recovery School District
1641 Poland Avenue
New Orleans, LA 70117

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
RSD Templates

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ **YES** See Text of Bond, and Section 18.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:

Jacobs/CSRS Program Management
909 Poydras Street, Suite 1200
New Orleans, LA 70112
Phone: (504) 592-0140

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.

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

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, all in conformity with and as required by the Construction Contract Documents, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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User Notes: (1849912145)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 The Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana, shall have exclusive jurisdiction and venue in any action arising under this Bond. The prescriptive periods provided by Louisiana law shall apply.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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User Notes: (1849912145)

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor, as defined in Article 1 of the Agreement Between Owner and Contractor, AIA Document A101-2007, as modified by the Owner.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

18.1 Modifications to this bond are reflected in the text of this bond, directly in the affected sections.

18.2 By issuing and executing this Bond, as reflected by the signature(s) below, Surety represents and agrees that it complies with all applicable Louisiana laws governing Sureties, including but not limited La. R.S. 38:2219, and with Article 8 of the Instructions to Bidders (which Instructions are part of the defined Contract Documents).

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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Additions and Deletions Report for

AIA® Document A312™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:37:08 on 02/01/2012.

PAGE 1

State of Louisiana
Department of Education
Recovery School District
1641 Poland Avenue
New Orleans, LA 70117

...

RSD Templates

...

Modifications to this Bond: ☐ None ☒ **YES** See ~~Section 18~~Text of Bond, and Section 18.

...

AGENT or **BROKER:**

~~(Architect, Engineer or other party:)~~**OWNER'S REPRESENTATIVE:**

Jacobs/CSRS Program Management
909 Poydras Street, Suite 1200
New Orleans, LA 70112
Phone: (504) 592-0140

PAGE 2

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, all in conformity with and as required by the Construction Contract Documents, then the Surety and the Contractor shall have no obligation under this Bond.

PAGE 3

§ 12 ~~No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were~~

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~~furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.~~ The Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana, shall have exclusive jurisdiction and venue in any action arising under this Bond. The prescriptive periods provided by Louisiana law shall apply.

PAGE 4

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and ~~Contractor.~~Contractor, as defined in Article 1 of the Agreement Between Owner and Contractor, AIA Document A101-2007, as modified by the Owner.

...

18.1 Modifications to this bond are reflected in the text of this bond, directly in the affected sections.

18.2 By issuing and executing this Bond, as reflected by the signature(s) below, Surety represents and agrees that it complies with all applicable Louisiana laws governing Sureties, including but not limited La. R.S. 38:2219, and with Article 8 of the Instructions to Bidders (which Instructions are part of the defined Contract Documents).

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User Notes: (1849912145)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sherri Lynn Boykin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:37:08 on 02/01/2012 under Order No. 0943138939_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes: (1849912145)

DRAFT

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:

CHANGE ORDER NUMBER: 001
DATE: February 21, 2008

TO CONTRACTOR *(Name and address)*:

ARCHITECT'S PROJECT NUMBER:
CONTRACT DATE:
CONTRACT FOR: General Construction

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	$	0.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	0.00
The Contract Sum will be increased by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	0.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	**DATE**	**DATE**

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User Notes: (1987518578)

Change Order

PROJECT:

PROJECT No.:

Change Order:
Date:

Format A: All cost must be inclusive of overhead & profit

How was this related to Hurricane Katrina/Rita?

How may this scope have been unforeseen/hidden condition from the original scope of work?

How change order scope is necessary if it is not related to Hurricanes Katrina/Rita?

Are these changes within the contracts original scope?

These changes are within the contracts original scope in accordance with La. Rev. Stat. 38:2212.

How were these prices determined?

Prices were determined using comparative analysis between the proposal supplied by the contractor and the architect's reasonable cost index for the quantity of work describe in the change order.

DESCRIPTION OF CHANGE

Item #	Description	Net Amount

Total		$ -
Time Extension		0 days

Change Order

PROJECT:

PROJECT No.: **Change Order:**

Date:

Format B: Must include line item scope and separate pricing for labor, material, profit, insurance.

How was this related to Hurricane Katrina/Rita?

How may this scope have been unforeseen/hidden condition from the original scope of work?

How change order scope is necessary if it is not related to Hurricanes Katrina/Rita?

Are these changes within the contracts original scope?

These changes are within the contracts original scope in accordance with La. Rev. Stat. 38:2212.

How were these prices determined?

Prices were determined using comparative analysis between the proposal supplied by the contractor and the architect's reasonable cost index for the quantity of work describe in the change order.

DESCRIPTION OF CHANGE

Item #	Description	Labor	Materials	Equipment	OH&P	Insurance/Bonds	Net Amount
Total		$ -	$ -	$ -	$ -	$ -	$ -
Time Extension						0 days	

DRAFT

AIA® Document G714™ – 2001

Construction Change Directive

PROJECT: *(Name and address)*

DIRECTIVE NUMBER: 001
DATE:
CONTRACT FOR: General Construction

TO CONTRACTOR: *(Name and address)*

CONTRACT DATED:
ARCHITECT'S PROJECT NUMBER:

OWNER: ☐
ARCHITECT: ☐
CONSULTANT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☐ • Lump Sum decreased of $ 0.00
- ☐ • Unit Price of $ per
- ☐ • As provided in Section 7.3.3 of AIA Document A201-1997
- ☐ • As follows:

2. The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*	**CONTRACTOR** *(Firm name)*
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	**DATE**	**DATE**

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User Notes: (3314388233)

❖ **NOT FOR RECORDATION PURPOSES** ❖

The Department of Education

RECOMMENDATION OF ACCEPTANCE

TO: THE DEPARTMENT OF EDUCATION
Purchasing and Contract Section
P.O. Box 94064
Baton Rouge, LA 70804-9064

FROM: _____
_____
_____
Design Firm Name and Address

DATE: _____

PROJECT NAME & NUMBER: _____

SITE CODE: _____ STATE ID: _____ CFMS:_____

CONTRACTOR: _____
_____

ORIGINAL CONTRACT AMOUNT: $ _____

FINAL CONTRACT AMOUNT: $ _____

FINAL BUILDING AREA (SQ. FEET):_____

I certify that, to the best of my knowledge and belief, this project is substantially complete in accordance with the Plans and Specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE:_____

CONTRACT DATE OF COMPLETION:_____

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date)_____

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT $_____

VALUE OF PUNCH LIST $_____*(Attach punch list)*

Was part of project occupied prior to Acceptance?

PORTION OCCUPIED: *(Attach Partial Occupancy Forms)*

ROOF GUAR-MANUF: _____ START DATE: _____ END DATE:

ROOFER: _____ START DATE: _____ END DATE:

Signed:_____
DESIGNER

FOR USE OF PROJECT MANAGER:

Signed:_____
PROJECT MANAGER

c: User Agency

❖ **NOT FOR RECORDATION PURPOSES** ❖

FOR RECORDATION

CERTIFICATE OF COMPLIANCE

with

Americans with Disabilities Act Accessibility Guidelines

TO: THE DEPARTMENT OF EDUCATION
P.O. Box 94064
Baton Rouge, LA 70804-9064

FROM: _____

_____

_____

Design Firm Name and Address

PROJECT NAME: _____

_____

PROJECT No.: _____

SITE CODE: _____ STATE ID: _____

DATE OF ACCEPTANCE: _____

I, _____ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the Americans with Disabilities Act Accessibility Guidelines as reviewed by the fire marshal.

_____ Date: _____

Designer Signature

NOTE: LA R.S. 40:1739 requires that, prior to final acceptance, the designer to sign a certificate stating that the building has been constructed in compliance with ADAAG standards and that the certificate be recorded.

❖ **NOT FOR RECORDATION PURPOSES** ❖

Department of Education

PARTIAL OCCUPANCY

PROJECT NAME
AND NUMBER: CMFS No.

CONTRACTOR:

USER AGENCY:

The below described portion of subject project is, to the best of my knowledge and belief, complete to a point where the User desires to use in according with the Contract Documents.

DATE OCCUPIED: _____ .

WARRANTY items covered by Occupancy:

_____
Designer Date

_____
Contractor Date

_____
The Department of Education Date

Punch List: Attached ❑

None ❑

c: User Agency

❖ **NOT FOR RECORDATION PURPOSES** ❖

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
Division 1 – General Requirements								
	Builders Risk						$0.00	
	General Liability						$0.00	
	Owners Protective						$0.00	
	Bonds						$0.00	
	Project Schedule						$0.00	
	Project Management Team						$0.00	
	Labor Burden						$0.00	
	Project Executive						$0.00	
	Office Administration						$0.00	
	LEED Submittal Process Management						$0.00	
	Reprographics						$0.00	
	Surveying and Layout						$0.00	
	Temp Electricity						$0.00	
	Permanent Power						$0.00	
	Field Office Facilities						$0.00	
	Lot Rental						$0.00	
	Postage and Delivery						$0.00	
	Drinking Water						$0.00	
	Dumpster Fee						$0.00	
	LEED Waste management						$0.00	
	Temp Toilet						$0.00	
	Safety Rail Maintenance						$0.00	
	Project Signage						$0.00	
	General Cleaning						$0.00	
	Punch list						$0.00	
	Final Cleaning						$0.00	
	Permits						$0.00	
	Photographic Documentation						$0.00	
	Commissioning Process						$0.00	
	LEED Close out Process Management						$0.00	
	Training Videos						$0.00	
	O&M Manuals						$0.00	
	Record Drawings						$0.00	**$0.00**
Division 3 – Concrete								
	Pile caps & grade beams						$0.00	
	Concrete material						$0.00	
	Rebar material						$0.00	
	Slab on grade						$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
Division 3 – Concrete [Continued]								
	Elevated slab						$0.00	
	LEED Submittal Process Management						$0.00	
	LEED Close out Management						$0.00	**$0.00**
Division 4 – Masonry								
	Unit Masonry						$0.00	
	Area 1 - 1st Floor						$0.00	
	Area 1 - 2nd Floor						$0.00	
	Area 1 - 3rd Floor						$0.00	
	Gymnasium						$0.00	
	CMU Labor						$0.00	
	Area 1 - 1st Floor						$0.00	
	Area 1 - 2nd Floor						$0.00	
	Area 1 - 3rd Floor						$0.00	
	Gymnasium						$0.00	
	Brick Materials						$0.00	
	Area 1 Exterior						$0.00	
	Site work						$0.00	
	Brick Labor						$0.00	
	Area 1 Exterior						$0.00	
	Cast Stone Materials						$0.00	
	Continental Stone						$0.00	
	Cast Stone Labor						$0.00	
	Damproofing Materials						$0.00	
	Damproofing Labor						$0.00	
	Foam Fill Material						$0.00	
	Foam Fill Labor						$0.00	
	Rigid Insulation Material						$0.00	
	Rigid Insulation Labor						$0.00	
	Mobilization/ De-Mobilization						$0.00	
	Bond						$0.00	
	LEED Submittal Process Management						$0.00	
	LEED Close out Management						$0.00	**$0.00**
Division 5 – Metals								
	Detailing						$0.00	
	Embeds						$0.00	
	Erectable Misc. Metals - Section 1						$0.00	
Division 5 – Metals {continued]								

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Ladders						$0.00	
	Misc.						$0.00	
	Railings						$0.00	
	Structural Steel Section 1, Floor 1						$0.00	
	Structural Steel Section 1, Floor 2						$0.00	
	Structural Steel Section 1, Floor 3						$0.00	
	Stairs						$0.00	
	Steel Joists Section 1, Floor 1						$0.00	
	Steel Joists Section 1, Floor 2						$0.00	
	Steel Joists Section 1, Floor 3						$0.00	
	Buy-Outs						$0.00	
	Erection Section 1, Floor 1						$0.00	
	Erection Section 1, Floor 2						$0.00	
	Erection Section 1, Floor 3						$0.00	
	Cold Formed Metal Framing Section 1, Floor 1						$0.00	
	Cold Formed Metal Framing Section 1, Floor 2						$0.00	
	Cold Formed Metal Framing Section 1, Floor 3						$0.00	
	LEED Submittal Process Management						$0.00	
	LEED Close out Management						$0.00	**$0.00**
Division 6 – Wood and Plastics								
	Miscellaneous Rough Carpentry						$0.00	
	Sheathing						$0.00	**$0.00**
Division 7 – Thermal and Moisture Protection								
	Crystalline Waterproofing						$0.00	
	Bentonite Waterproofing						$0.00	
	Metal Roof Panels						$0.00	
	Insulated Core Metal Walls Panels Section1 - south wall						$0.00	
	Insulated Core Metal Walls Panels Section 1 - west wall						$0.00	
	Insulated Core Metal Walls Panels Section 1 - north wall						$0.00	
	Insulated Core Metal Walls Panels Section 1 - east wall						$0.00	
	Modified Bituminous Membrane Roofing - Section 1						$0.00	
	Applied Fireproofing - Section 1						$0.00	
	Penetration Firestopping						$0.00	
	Joint Sealants						$0.00	
	LEED Submittal Process Management						$0.00	
	LEED Closeout Management						$0.00	**$0.00**
Division 8 – Doors and Windows								
	Aluminum-Framed Entrances and Storefronts						$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Bond						$0.00	
	Shop Drawings						$0.00	
	Mobilization						$0.00	
	Aluminum storefront Section 1 - Floor 1						$0.00	
	Aluminum storefront Section 1- Floor 2						$0.00	
	Aluminum storefront Section 1 - Floor 3						$0.00	
	Break metal						$0.00	
	Glass Section 1 - Floor 1						$0.00	
	Glass Section 1 - Floor 2						$0.00	
	Glass Section 1 - Floor 3						$0.00	
	Interior glass						$0.00	
	Caulking						$0.00	
	Anchors and shims						$0.00	
	Equip rental and misc.						$0.00	
	LABOR						$0.00	
	shop fabrication						$0.00	
	Field measure						$0.00	
	interior glazing labor						$0.00	
	INSTALLATION						$0.00	
	Floor 1						$0.00	
	Install framing						$0.00	
	Install glass						$0.00	
	face and caulk						$0.00	
	install doors						$0.00	
	Floor 2						$0.00	
	Install framing						$0.00	
	Install glass						$0.00	
	face and caulk						$0.00	
	Floor 3						$0.00	
	Install framing						$0.00	
	Install glass						$0.00	
	face and caulk						$0.00	
	Interior Frames and Glass						$0.00	
	Hollow Metal Doors and Frames Floor 1, Hollow Metal Frames						$0.00	
	Hollow Metal Doors and Frames Floor 1, Hollow Metal Doors						$0.00	
	Hollow Metal Doors and Frames Floor 2, Hollow Metal Frames						$0.00	
	Hollow Metal Doors and Frames Floor 2, Hollow Metal Doors						$0.00	
Division 8 – Doors and Windows [Continued]								
	Hollow Metal Doors and Frames Floor 3, Hollow Metal Frames						$0.00	
	Hollow Metal Doors and Frames Floor 3, Hollow Metal Doors						$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Door Hardware Floor 1						$0.00	
	Door Hardware Floor 2						$0.00	
	Door Hardware Floor 3						$0.00	
	Flush Wood Doors Floor 1						$0.00	
	Flush Wood Doors Floor 2						$0.00	
	Flush Wood Doors Floor 3						$0.00	
	Overhead Coiling Doors						$0.00	
	LEED Submittal Process Management						$0.00	
	LEED Closeout Management						$0.00	**$0.00**
Division 9 – Finishes								
	Gypsum Board Shaft Wall Assemblies Section 1, Floor 1						$0.00	
	Gypsum Board Shaft Wall Assemblies Section 1, Floor 2						$0.00	
	Gypsum Board Shaft Wall Assemblies Section 1, Floor 3						$0.00	
	Non- Structural Metal Framing Section 1, Floor 1						$0.00	
	Non- Structural Metal Framing Section 3, Floor 2						$0.00	
	Non- Structural Metal Framing Section 3, Floor 3						$0.00	
	Non- Structural Metal Framing Section 2, Floor 1						$0.00	
	Non- Structural Metal Framing Section 2, Floor 2						$0.00	
	Non- Structural Metal Framing Section 2, Floor 3						$0.00	
	Non- Structural Metal Framing Section 1, Floor 1						$0.00	
	Non- Structural Metal Framing Section 1, Floor 2						$0.00	
	Portland Cement Plastering Section 3, Floor 1						$0.00	
	Portland Cement Plastering Section 3, Floor 2						$0.00	
	Portland Cement Plastering Section 2, Floor 1						$0.00	
	Non- Structural Metal Framing Section 1, Floor 2						$0.00	
	Non- Structural Metal Framing Section 1, Floor 3						$0.00	
	Tile Materials - Section 1						$0.00	
	Tile Materials - Section 1						$0.00	
	Tile Labor Section 3						$0.00	
	Tile Labor Section 2						$0.00	
	Tile Labor Section 1						$0.00	
	Carpet Materials						$0.00	
	Carpet Labor						$0.00	
	Resilient Materials						$0.00	
	Resilient Labor						$0.00	
	Acoustical Panel Ceilings Section 3, Floor 1						$0.00	
Division 9 – Finishes [Continued]								
	Acoustical Panel Ceilings Section 3, Floor 2						$0.00	
	Acoustical Panel Ceilings Section 1, Floor 1						$0.00	
	Acoustical Panel Ceilings Section 1, Floor 2						$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Acoustical Panel Ceilings Section 1, Floor 3						$0.00	
	Acoustical Panel Ceilings Section 2, Floor 2						$0.00	
	Acoustical Panel Ceilings Section 2, Floor 3						$0.00	
	Acoustical Panel Ceilings Section 1, Floor 2						$0.00	
	Resinous Matrix Terrazzo Flooring Section 3, Floor 1 - Flooring						$0.00	
	Resinous Matrix Terrazzo Flooring Section 3, Floor 1 - Base						$0.00	
	Resinous Matrix Terrazzo Flooring Section 3, Floor 2 - Flooring						$0.00	
	Resinous Matrix Terrazzo Flooring Section 3, Floor 2 - Base						$0.00	
	Resinous Matrix Terrazzo Flooring Section 3, Floor 3 - Flooring						$0.00	
	Resinous Matrix Terrazzo Flooring Section 3, Floor 3 - Base						$0.00	
	Resinous Matrix Terrazzo Flooring Section 2, Floor 1 - Flooring						$0.00	
	Resinous Matrix Terrazzo Flooring Section 1, Floor 1 - Base						$0.00	
	Resinous Matrix Terrazzo Flooring Section 1, Floor 1 - Flooring						$0.00	
	Resinous Matrix Terrazzo Flooring Section 2, Floor 2 - Base						$0.00	
	Resinous Matrix Terrazzo Flooring Section 1, Floor 1 - Flooring						$0.00	
	Resinous Matrix Terrazzo Flooring Section 1, Floor 1 - Base						$0.00	
	Resinous Matrix Terrazzo Flooring Section 1, Floor 2 - Flooring						$0.00	
	Resinous Matrix Terrazzo Flooring Section 1, Floor 2 - Base						$0.00	
	Resinous Matrix Terrazzo Flooring Stair Treads & Landings						$0.00	
	Interior Painting Section 3, Floor 1						$0.00	
	Interior Painting Section 3, Floor 2						$0.00	
	Interior Painting Section 3, Floor 3						$0.00	
	Interior Painting Section 2, Floor 1						$0.00	
	Interior Painting Section 1, Floor 1						$0.00	
	Interior Painting Section 1, Floor 2						$0.00	
	Interior Painting Section 1, Floor 3						$0.00	
	Interior Painting Section 1, Floor 1						$0.00	
	Interior Painting Section 1, Floor 2						$0.00	
	Acoustical Wall Panels Section 2, Floor 2						$0.00	
	Acoustical Wall Panels Section 1, Floor 2						$0.00	
	LEED Submittal Process Management						$0.00	
	LEED Closeout Management						$0.00	**$0.00**
Division 10 – Specialties								
	Visual Display Surfaces						$0.00	
	Signage						$0.00	
Division 10 – Specialties [Continued]								
	Toilet Compartments						$0.00	
	Operable Partitions						$0.00	
	Wall and Door Protection						$0.00	
	Fire Extinguisher Cabinets						$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Metal Lockers						$0.00	
	Hat and Coat Racks						$0.00	
	Flagpoles						$0.00	
	Miscellaneous Specialties						$0.00	**$0.00**
Division 11 – Equipment								
	Loading Dock Equipment						$0.00	
	Residential Appliances						$0.00	
	Food Services Equipment						$0.00	
	T&S MIXING FAUCET						$0.00	
	LABOR						$0.00	
	MARS AIR CURTAIN						$0.00	
	LABOR						$0.00	
	CAMBRO SHELVING						$0.00	
	LABOR						$0.00	
	CAMBRO DUNNAGE RACKS						$0.00	
	LABOR						$0.00	
	WINHOLT CAN RACK						$0.00	
	LABOR						$0.00	
	NORLAKE WALK-IN						$0.00	
	LABOR						$0.00	
	RDT REFRIGERATION SYS						$0.00	
	ALL TEMP INSTALLATION						$0.00	
	LABOR						$0.00	
	CAMBRO MOBILE SHELVING						$0.00	
	LABOR						$0.00	
	CAMBRO DUNNAGE RACKS						$0.00	
	LABOR						$0.00	
	CAMBRO SHELVING						$0.00	
	LABOR						$0.00	
	ADVANCE FLOOR MOP SINK						$0.00	
	LABOR						$0.00	
	ACE POT/PAN SINK W/OVERSHELF						$0.00	
	T&S FAUCET						$0.00	
Division 11 – Equipment [Continued]								
	LABOR						$0.00	
	ADVANCE HAND SINKS						$0.00	
	LABOR						$0.00	
	SPARE NUMBER						$0.00	
	METRO PROOFER/WARMER						$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	LABOR						$0.00	
	CRESCOR PAN RACKS						$0.00	
	LABOR						$0.00	
	ACE BAKER'S TABLE						$0.00	
	LABOR						$0.00	
	PIPER INGREDIENT BINS						$0.00	
	LABOR						$0.00	
	HOBART 60 QUART MIXER						$0.00	
	LABOR						$0.00	
	CAMBRO SHELVING						$0.00	
	LABOR						$0.00	
	ACE WORK TABLES						$0.00	
	LABOR						$0.00	
	BLODGETT CONV OVEN						$0.00	
	LABOR						$0.00	
	GROEN BRAISING PAN						$0.00	
	LABOR						$0.00	
	GROEN CONV STEAMER						$0.00	
	LABOR						$0.00	
	GARLAND 2 BURNER RANGE						$0.00	
	LABOR						$0.00	
	ALTO-SHAAM COMBI OVEN/STEAMER						$0.00	
	LABOR						$0.00	
	AVTEC UDS SYSTEM						$0.00	
	LABOR						$0.00	
	AVTEC HOOD						$0.00	
	LABOR						$0.00	
	R&M FIRE SUPP SYSTEM						$0.00	
	ACE DRAIN TROUGHS						$0.00	
	LABOR						$0.00	
	ACE WORKTABLE						$0.00	
	LABOR						$0.00	
	ACE WORKTABLE						$0.00	
	LABOR						$0.00	
Division 11 – Equipment [Continued]								
	HOBART EQUIP STAND						$0.00	
	LABOR						$0.00	
	HOBART SLICER						$0.00	
	LABOR						$0.00	
	ACE PREP COUNTER						$0.00	
	T&S FAUCET						$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	LABOR						$0.00	
	ROBOT COUPE FOOD PROCESSOR						$0.00	
	LABOR						$0.00	
	MANITOWOC ICE MACHINE						$0.00	
	LABOR						$0.00	
	LAKESIDE UTILITY CARTS						$0.00	
	LABOR						$0.00	
	TRAULSEN REFRIGERATOR						$0.00	
	LABOR						$0.00	
	TRAULSEN WARMERS						$0.00	
	LABOR						$0.00	
	SHARP MICROWAVE OVEN						$0.00	
	LABOR						$0.00	
	ACE TRAY/SILVERWARE COUNTER						$0.00	
	LABOR						$0.00	
	ACE HOT FOOD COUNTERS						$0.00	
	APW HOT FOOD WELLS						$0.00	
	HATCO DISPLAY LAMPS						$0.00	
	LABOR						$0.00	
	ACE COLD FOOD CTRS						$0.00	
	DELFIELD COLD PANS						$0.00	
	LABOR						$0.00	
	TRUE MILK COOLERS						$0.00	
	LABOR						$0.00	
	ACE CASHIER COUNTERS						$0.00	
	LABOR						$0.00	
	POS SYSTEM - NIC						$0.00	
	SPARE NUMBER						$0.00	
	COOKSON DOOR						$0.00	
	LABOR						$0.00	
	ACE SOILED DISHTABLE						$0.00	
	T&S FAUCET						$0.00	
	LABOR						$0.00	
Division 11 – Equipment [Continued]								
	HOBART DISHWASHER						$0.00	
	LABOR						$0.00	
	ACE PANT LEG DUCT AND EXHAUST DUCT						$0.00	
	LABOR						$0.00	
	ACE CLEAN DISHTABLE						$0.00	
	LABOR						$0.00	
	ACE STUDENT HAND SINKS						$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	T&S FAUCETS						$0.00	
	LABOR						$0.00	
	PERFORMANCE BOND						$0.00	
	Projection Screens						$0.00	
	Folding and Portable Stages						$0.00	
	Stage Curtains						$0.00	
	Gymnasium Equipment						$0.00	
	Interior Scoreboards						$0.00	**$0.00**
Division 12 – Furnishings								
	Horizontal Louver Blinds						$0.00	
	Manufactured Wood Casework						$0.00	
	Library Casework						$0.00	
	Laboratory Casework						$0.00	
	Entrance Floor Mats and Frames						$0.00	
	Telescoping Stands						$0.00	
	Site Furnishings						$0.00	**$0.00**
Division 14 – Convey Systems								
	Engineering / Pre-production Elevator 1						$0.00	
	Material Elevator 1						$0.00	
	Labor Elevator 1						$0.00	
	Engineering / Pre-production Elevator 2						$0.00	
	Material Elevator 2						$0.00	
	Labor Elevator 2						$0.00	**$0.00**
Division 21 – Fire Suppression								
	Submittals						$0.00	
	Material Section 1 first floor						$0.00	
	Labor Section 1 first floor						$0.00	
	Material Section 1 second floor						$0.00	
Division 21 – [Fire Suppression Continued]								
	labor Section 1 second floor						$0.00	
	Material Section 2 first floor						$0.00	
	Labor Section 2 first floor						$0.00	
	Material Section 2 second floor						$0.00	
	Labor Section 2 second floor						$0.00	
	Material Section 2 third floor						$0.00	
	Labor Section 2 third floor						$0.00	
	Material Section 3 first floor						$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Labor Section 3 first floor						$0.00	
	Material Section 3 second floor						$0.00	
	Labor Section 3 second floor						$0.00	
	Material Section 3 third floor						$0.00	
	Labor Section 3 third floor						$0.00	**$0.00**
Div. 22 & 23 - Plumbing - HVAC								
	Mobilize						$0.00	
	Fees						$0.00	
	Start-Up						$0.00	
	Submittals/Shop Drawings						$0.00	
	O&M'S/As-Builts						$0.00	
	Underground Piping Labor Section 1						$0.00	
	Underground Piping Material Section 1						$0.00	
	Plumbing Labor Section 1, Floor 1						$0.00	
	Plumbing Material Section 1, Floor 1						$0.00	
	HVAC Piping Labor Section 1, Floor 1						$0.00	
	HVAC Piping Material Section 1, Floor 1						$0.00	
	Sheet Metal Labor Section 1, Floor 1						$0.00	
	Sheet Metal Material Section 1, Floor 1						$0.00	
	Insulation Labor Section 1, Floor 1						$0.00	
	Insulation Material Section 1, Floor 1						$0.00	
	Plumbing Equipment Section 1, Floor 1						$0.00	
	HVAC Equipment Section 1, Floor 1						$0.00	
	Thimble and Insert Section 1, Floor 2						$0.00	
	Plumbing Labor Section 1, Floor 2						$0.00	
	Plumbing Material Section 1, Floor 2						$0.00	
	HVAC Piping Labor Section 1, Floor 2						$0.00	
	HVAC Piping Material Section 1, Floor 2						$0.00	
	Sheet Metal Labor Section 1, Floor 2						$0.00	
Div. 22 & 23 - Plumbing - HVAC {Continued]								
	Sheet Metal Material Section 1, Floor 2						$0.00	
	Insulation Labor Section 1, Floor 2						$0.00	
	Insulation Material Section 1, Floor 2						$0.00	
	Plumbing Equipment Section 1, Floor 2						$0.00	
	HVAC Equipment Section 1, Floor 2						$0.00	
	Thimble and Insert Section 1, Floor 3						$0.00	
	Plumbing Labor Section 1, Floor 3						$0.00	
	Plumbing Material Section 1, Floor 3						$0.00	
	HVAC Piping Labor Section 1, Floor 3						$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	HVAC Piping Material Section 1, Floor 3						$0.00	
	Sheet Metal Labor Section 1, Floor 3						$0.00	
	Sheet Metal Material Section 1, Floor 3						$0.00	
	Insulation Labor Section 1, Floor 3						$0.00	
	Insulation Material Section 1, Floor 3						$0.00	
	Plumbing Equipment Section 1, Floor 3						$0.00	
	HVAC Equipment Section 1, Floor 3						$0.00	
	Controls Section 1, Floor 1						$0.00	
	Controls Section 1, Floor 2						$0.00	
	Controls Section 1, Floor 3						$0.00	
	Test & Balance Floor 1						$0.00	
	Test & Balance Floor 2						$0.00	
	Test & Balance Floor 3						$0.00	
	LEED Submittal Process						$0.00	**$0.00**
Division 26 – Electrical								
	Electrical Wall Rough-In Section 1, Floor 1						$0.00	
	Electrical Overhead Rough-In Section 1, Floor 1						$0.00	
	Install Light Fixtures Section 1, Floor 1						$0.00	
	Install Intercom Equipment Section 1, Floor 1						$0.00	
	Install Fire Alarm Section 1, Floor 1						$0.00	
	Electrical Trim-Out Section 1, Floor 1						$0.00	
	Pull Electrical Wire Section 1, Floor 1						$0.00	
	Install Cameras/Security Fixtures Section 1, Floor 1						$0.00	
	Electrical Wall Rough-In Section 1, Floor 2						$0.00	
	Electrical Overhead Rough-In Section 1, Floor 2						$0.00	
	Install Light Fixtures Section 1, Floor 2						$0.00	
	Install Intercom Equipment Section 1, Floor 2						$0.00	
	Install Fire Alarm Section 1, Floor 2						$0.00	
	Electrical Trim-Out Section 1, Floor 2						$0.00	
Division 26 – Electrical {Continued]								
	Pull Electrical Wire Section 1, Floor 2						$0.00	
	Install Cameras/Security Fixtures Section 1, Floor 2						$0.00	
	Electrical Wall Rough-In Section 1, Floor 3						$0.00	
	Install Chillers/Pumps/Mech Equip Section 1, Floor 3						$0.00	
	Set Electrical Panels and Equip Section 1, Floor 3						$0.00	
	Pull Electrical Wire Section 1, Floor 3						$0.00	
	Install Light Fixtures Section 1, Floor 3						$0.00	
	Set Generator Section 1 - Roof						$0.00	
	Electrical Penetrations Section 1 - Roof						$0.00	
	Electrical Site Utilities - Duct Bank to Transformer Site Work						$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Electrical Underground Section 1 - Parking						$0.00	
	Electrical Underground Section 1						$0.00	
	Furnish & Delivery Lighting Fixtures Section 1, Floor 1						$0.00	
	Furnish & Delivery Lighting Fixtures Section 1, Floor 2						$0.00	
	Furnish & Delivery Lighting Fixtures Section 1, Floor 3						$0.00	
	Furnish & Delivery of Electrical Gear						$0.00	
	Furnish & Deliver Generator Set						$0.00	
	Furnish & Deliver Lightning Protection						$0.00	
	Direct Job Costs (Permit Fees, Mobilization, etc.)						$0.00	
	Temporary Power						$0.00	
	Submittals						$0.00	
	LEED Submittal Process						$0.00	**$0.00**
Div. 31 - Earthwork								
	Site work						$0.00	
	Termite Control						$0.00	
	Timber Piles Section 1						$0.00	
	Cut Piles						$0.00	**$0.00**
Div. 32 - Exterior Improvements								
	Decorative metal Fencing and Gates						$0.00	
	Tree Protection Material						$0.00	
	Tree Protection Labor						$0.00	
	Turf and Grasses material						$0.00	
	Turf and Grasses Labor						$0.00	
	Alt #1 Relocation and Installation of Playground Equipment						$0.00	**$0.00**

Grand Total	**$0.00**

PROJECT NUMBER:_____ DUE DATE FOR BIDS:_____

PROJECT NAME:_____

AFFIDAVIT

REGARDING E-VERIFY

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, personally came and appeared _____ (hereinafter "Affiant"), who being duly sworn, affirms under oath as follows:

1.

I am of full age of majority and fully competent to testify to the statements contained herein.

2.

I am the duly authorized and lawful representative of _____ (hereinafter "Bidder"), which is a private employer bidding on the State of Louisiana, Department of Education, Recovery School District ("RSD") Public Works Project No. _____, seeking the Contract to perform the Work on said Project. My job title with Bidder is _____, and I have full authority to attest to the statements contained herein on behalf of Bidder.

3.

As of the date Bids are due bidding on the above-referenced RSD Project, Bidder is registered and participates in the E-Verify status verification system, in order to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

4.

If awarded the Contract, Bidder shall continue, during the term of the Contract, to utilize the E-Verify status verification system, in order to verify the legal status of all new employees in the state of Louisiana.

5.

If awarded the Contract, Bidder shall require all subcontractors to submit to Bidder a sworn affidavit attesting that the subcontractors are registered and participate in the E-Verify status verification system, in order to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens, and that the subcontractors, during the term of the contract, shall utilize the E-Verify status verification system to verify the legal status of all new employees in the state of Louisiana.

6.

I have read this Affidavit and attest that all of the statements contained herein are true and correct. If called to testify as a witness, I will testify as set forth in this Affidavit.

THUS DONE, READ AND SIGNED in the Parish of _____,

State of Louisiana, on this ___ day of _____, 201_.

_____
Signature of Affiant

_____
Printed Name of Affiant

_____
Printed Title of Affiant

_____
Printed Name of Bidder

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ___ DAY OF _____, 201_:

_____
NOTARY PUBLIC

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Access to site.
   4. Work restrictions.
   5. Specification and drawing conventions.
   6. Miscellaneous provisions.

1.3 PROJECT INFORMATION

A. Project Identification:
   1. Project Location: 3127 Martin Luther King Jr. Boulevard, New Orleans, Louisiana 70125.

B. Owner: State of Louisiana department of Education Recovery School District School District.
   1. Owner's Representative: Jacobs/CSRS, 909 Poydras St., New Orleans, LA 70112.

C. Architect: IMS Engineers, PA, 126 East Amite Street, Jackson Mississippi 39201.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:
   1. The project consists of work as follows:
      a. Demolition of:
         1) Six (6) chilled/heating water air handlers located in the cafeteria (1), first floor (1), second floor (2) and third floor (2), ductwork for each air handler in respective mechanical room, respective mechanical room outside air pneumatic actuators and dampers, associated mechanical and electrical accessories.
         2) Two (2) DX cooled air handlers located on the first floor, ductwork for each air handler in respective mechanical room; two (2) roof-mounted outdoor condensing units, two electric duct heaters for each respective air handler, associated mechanical and electrical accessories and refrigerant piping.
         3) Twenty-one (21) roof mounted powered exhaust fans located at various roof locations.
      b. Installation of:
         1) Six (6) chilled/heating water air handlers located in the cafeteria (1), first floor (1), second floor (2) and third floor (2), ductwork for each air handler in respective mechanical room, respective mechanical room outside air DDC actuators and dampers, associated mechanical and electrical accessories.
         2) Two (2) DX cooled air handlers located on the first floor, ductwork for each air handler in respective mechanical room; two (2) roof-mounted outdoor condensing units, two electric duct heaters for each respective air handler, associated mechanical and electrical accessories and refrigerant piping.

3) Twenty-one (21) roof mounted powered exhaust fans located at various roof locations.

B. Type of Contract:
1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

A. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to immediate areas of work and area assigned for material storage. Coordinate with Owner's Project Manager and school manager.
2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, students, members of the public and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions listed below on construction operations.
1. Comply with City of New Orleans limitations on use of public streets and with other requirements of authorities having jurisdiction.
2. Limit contact between workers and students.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 6:00 p.m., seven days a week. Coordinate time with Owner's Project Manager.
1. Early Morning Hours: Verify limitations with local authorities.

C. Nonsmoking Site: Use of tobacco products and other controlled substances on campus site is not permitted.

END OF SECTION 01 10 00

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:
   1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 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.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
   1. Coordinate 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. Submittal schedule.
      c. Items required to be indicated as separate activities in Contractor's construction schedule.
   2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use 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 schedule of values consistent with format of AIA Document G703.

3. 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. Name of subcontractor.
    d. Name of manufacturer or fabricator.
    e. Name of supplier.
    f. Change Orders (numbers) that affect value.
    g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
        1) Labor.
        2) Materials.
        3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. 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 on site, but not yet installed.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. 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.
9. 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.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
    1. Payment applications shall include the following:
        a. In addition to the three original AIA 701 and 702 Documents, submit an Excel version of same via email directly to both the Owner's Construction Manager and the Architect.
        b. Lien Waiver signed, stamped and certified.
        c. Progress Schedule updated in 8-1/2 x 11format.
        d. Certified Payrolls both paper and electronic copies.
        e. Documentation and photographs of stored materials that is claimed on AIA 703.
        f. Daily sign-in logs.
        g. Daily construction logs.
        h. Copy of the stamped contract recorded with the City of New Orleans and the receipt with the instrument number with the initial pay application only.

i. Copy of the Substantial Completion Certificate recorded with the City of New Orleans with the final pay application only.
j. Original Clear Lien and Privilege Certificate with the final pay application only.
k. When any of the above items does not apply for a pay application, include a page with the item listed and indicate “Does not apply to this Pay Application”.

2. A/E will verify the above documents are present and will ensure correctness. A/E will add weekly meeting minutes, progress photos (that apply to the period of payment requested) and a letter of recommendation for payment and submit to Jacobs/CSRS.

B. Payment Application Times: Submit Application for Payment to Architect by the 10th of the month following the month the work was performed. The period covered by each Application for Payment is one month, ending on the last day of the month.
1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

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 for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored on-site, but not yet installed.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect through Owner's Construction Manager, using a method ensuring receipt within 24 hours.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Contractor's Conditional Waiver of Lien: With each Application for Payment, submit Contractor's Conditional Waiver of Lien from entities lawfully entitled to file a Contractor's Conditional Waiver of Lien arising out of the Contract and related to the Work covered by the payment.
   1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
   2. When an application shows completion of an item, submit conditional final or full waivers.
   3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
   4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede the first Application for Payment. This list will be submitted at the Pre-Construction Meeting and will include the following:
   1. List of subcontractors.
   2. Schedule of values.
   3. Contractor's construction schedule (preliminary if not final).
   4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
   5. Products list (preliminary if not final).
   6. Submittal schedule (preliminary if not final).
   7. List of Contractor's staff assignments.
   8. List of Contractor's principal consultants.
   9. Copies of building permits.
   10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
   11. Initial progress report.
   12. Report of preconstruction conference.
   13. Certificates of insurance and insurance policies.
   14. Performance and payment bonds.
   15. Data needed to acquire Owner's insurance.

I. Application for Payment at Substantial Completion: After Architect issues 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 Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
   1. Evidence of completion of Project closeout requirements.
   2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
   3. Updated final statement, accounting for final changes to the Contract Sum.
   4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
   5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
   6. AIA Document G707, "Consent of Surety to Final Payment."
   7. Original Clear Lien and Privilege Certificate
   8. Evidence that claims have been settled.
   9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
   10. Final liquidated damages settlement statement.

END OF SECTION 01 29 00

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Submittals for review, information, and project closeout.

B. Submittal procedures.

1.2 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: Stages of the Work, Work covered by each contract, occupancy,.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.

B. Submit to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

C. Samples will be reviewed only for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - CLOSEOUT SUBMITTALS.

3.2 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
   7. Other types indicated.

B. Submit for Engineer's knowledge as contract administrator or for Owner. No action will be taken.

3.3 SUBMITTALS FOR PROJECT CLOSEOUT

A. When the following are specified in individual sections, submit them at project closeout:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   4. Bonds.
   5. Other types as indicated.

B. Submit for Owner's benefit during and after project completion.

3.4 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:
   1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that requires, plus two copies that will be retained by Engineer.

B. Documents for Information: Submit two copies.

C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Engineer.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to unless specifically so stated.

3.5 SUBMITTAL PROCEDURES

A. Transmit each submittal with approved form.

B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

C. Identify Project,, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

D. Apply's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

E. Schedule submittals to expedite the Project, and coordinate submission of related items.

F. For each submittal for review, allow 15 days excluding delivery time to and from the.

G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

H. Provide space for and Engineer review stamps.

I. When revised for resubmission, identify all changes made since previous submission.

J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

K. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. General coordination procedures.
   2. Coordination drawings.
   3. Requests for Information (RFIs).
   4. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:
   1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
   2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
   3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: At the Pre-Construction Meeting, submit a list of key personnel assignments, including superintendent and other personnel in attendance at project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
   1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the

work. Each contractor shall coordinate its operations with operations, included in different sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memorandum for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-installation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.

10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Requests for interpretation of Architect's actions on submittals.
    g. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following: Software log with not less than the following:
1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at project site unless otherwise indicated.
   1. Meetings will be held on site in a dry covered area coordinated between the contractor and the point of contact at the site.
   2. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. The meetings will be held every week on the same day and time. This will be agreed upon at the Pre-Construction Meeting.
   3. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
   4. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner's Construction Manager and Architect, within three days of the meeting.

B. Preconstruction Meeting: Owner's Construction Manager will schedule and conduct a preconstruction meeting before starting construction, at a time convenient to Owner and Architect.
   1. Conduct the meeting to review responsibilities and personnel assignments.
   2. Attendees: Authorized representatives of Owner's Construction Manager and Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the work.
   3. Agenda: Discuss items of significance that could affect progress, including the following:
      a. Construction schedule.
      b. Phasing.
      c. Critical work sequencing and long-lead items.
      d. Designation of key personnel and their duties.
      e. Lines of communications.
      f. Procedures for processing field decisions and Change Orders.
      g. Procedures for RFIs.
      h. Procedures for testing and inspecting.
      i. Procedures for processing Applications for Payment.
      j. Distribution of the Contract Documents.
      k. Submittal procedures.
      l. Preparation of record documents.
      m. Use of the premises and existing building.
      n. Work restrictions.
      o. Working hours.
      p. Owner's occupancy requirements.
      q. Responsibility for temporary facilities and controls.
      r. Procedures for moisture and mold control.
      s. Procedures for disruptions and shutdowns.
      t. Parking availability.
      u. Office, work, and storage areas.
      v. Equipment deliveries and priorities.
      w. Safety plan.
      x. Security.
      y. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
5. The following list of items will be turned in to the A/E at the Pre-Construction Meeting:
    a. List of subcontractors.
    b. Schedule of values.
    c. Contractor's construction schedule (preliminary if not final).
    d. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
    e. Products list (preliminary if not final).
    f. Submittal schedule (preliminary if not final).
    g. List of Contractor's staff assignments.
    h. List of Contractor's principal consultants.
    i. Copies of building permits.
    j. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
    k. Initial progress report.
    l. Report of preconstruction conference.
    m. Certificates of insurance and insurance policies.
    n. Performance and payment bonds.
    o. Data needed to acquire Owner's insurance.

C. Progress Meetings: Conduct progress meetings at weekly intervals.
    1. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
        a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
            1) Review schedule for next period.
        b. Review present and future needs of each entity present, including the following:
            1) Interface requirements.
            2) Sequence of operations.
            3) Resolution of BIM component conflicts.
            4) Status of submittals.
            5) Deliveries.
            6) Off-site fabrication.
            7) Access.
            8) Site utilization.
            9) Temporary facilities and controls.
            10) Progress cleaning.
            11) Quality and work standards.
            12) Status of correction of deficient items.
            13) Field observations.
            14) Status of RFIs.
            15) Status of proposal requests.
            16) Pending changes.

17) Status of Change Orders.
18) Pending claims and disputes.
19) Documentation of information for payment requests.

2. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

D. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
   1. Attendees: In addition to representatives of Owner, the Owner's Construction Manager and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
   2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
      a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
      c. Review present and future needs of each contractor present, including the following:
         1) Interface requirements.
         2) Sequence of operations.
         3) Resolution of BIM component conflicts.
         4) Status of submittals.
         5) Deliveries.
         6) Off-site fabrication.
         7) Access.
         8) Site utilization.
         9) Temporary facilities and controls.
         10) Work hours.
         11) Hazards and risks.
         12) Progress cleaning.
         13) Quality and work standards.
         14) Change Orders.
   3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

END OF SECTION 01 31 00

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the work, including the following:
   1. Contractor's construction schedule.
   2. Construction schedule updating reports.
   3. Daily construction reports.
   4. Site condition reports.
   5. Special reports.

B. Related Requirements:
   1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
   2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
   1. Two paper copies.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

C. Construction Schedule Updating Reports: Submit with Applications for Payment.

D. Daily Construction Reports: Submit at weekly intervals at weekly progress meeting.

E. Site Condition Reports: Submit at time of discovery of differing conditions.

F. Special Reports: Submit at time of unusual event.

G. Qualification Data: For scheduling consultant.

1.4 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

END OF SECTION 01 32 00

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Preconstruction photographs.
   2. Periodic construction photographs.

B. Related Requirements:
   1. Division 01 Section "Submittal Procedures" for submitting photographic documentation.

1.3 INFORMATIONAL SUBMITTALS

A. Digital Photographs: Submit image files within three days of taking photographs.
   1. Digital Camera: Minimum sensor resolution of 8 megapixels.
   2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph.

B. Construction Photographs: Submit digital image of each photographic view within three days of taking photographs.
   1. Identification: Submit electronically with a transmittal with a brief description of the photographs with the following:
      a. Name of Project.
      b. Name of Architect.
      c. Name of Contractor.
      d. Date photograph was taken if not date stamped by camera.
      e. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

1.4 QUALITY ASSURANCE

A. Photographer Qualifications: A professional photographer is not required. The Contractor may self-perform this task.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.

C. Preconstruction Photographs: Before starting construction, take photographs of project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
   1. Take a sufficient number of photographs to show existing building and existing conditions adjacent to property before starting the work.

D. Periodic Construction Photographs: Take photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

E. Architect-Directed Construction Photographs: From time to time, Architect will instruct about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

F. Additional Photographs: The Owner's Construction Manager Architect may request photographs in addition to periodic photographs specified.
   1. In emergency situations, take additional photographs.
   2. Circumstances that could require additional photographs include, but are not limited to, the following:
      a. Immediate follow-up when on-site events result in construction damage or losses.
      b. Photographs to be taken at fabrication locations away from Project site.

END OF SECTION 01 32 33

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

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

B. Related Requirements:
   1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
   2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
   3. Division 01 Section "Project Record Documents" for submitting record Product Data.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or 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. 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.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
    1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
    2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the work are indicated on approved submittal schedule.
    3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
    4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
        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 10 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 10 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 15 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 150 by 200 mm (6 by 8 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. Submittal number or other unique identifier, including revision identifier.
        1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    g. Number and title of appropriate Specification Section.
    h. Drawing number and detail references, as appropriate.
    i. Location(s) where product is to be installed, as appropriate.
    j. Other necessary identification.
4. 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.
    a. Transmittal Form for Paper Submittals: Use AIA Document G810.
    b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
        1) Project name.
        2) Date.
        3) Destination (To :).
        4) Source (From :).
        5) Name and address of Architect.
        6) Name of Contractor.
        7) Name of firm or entity that prepared submittal.
        8) Names of subcontractor, manufacturer, and supplier.
        9) Category and type of submittal.
        10) Submittal purpose and description.
        11) Specification Section number and title.
        12) Specification paragraph number or drawing designation and generic name for each of multiple items.
        13) Drawing number and detail references, as appropriate.
        14) Indication of full or partial submittal.
        15) Transmittal number, numbered consecutively.
        16) Submittal and transmittal distribution record.
        17) Remarks.
        18) Signature of transmitter.

E. Options: Identify options requiring selection by Architect.

F. 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.

G. 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.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, and installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. 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 - SUBMITTAL PROCEDURES

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Use a single method for submittals, either electronic or paper. Direct all submittals through the Owner's Construction Manager to the individual assigned to receive submittals in the Architect's office. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
   1. Action Submittals: Submit one paper copy of each submittal unless otherwise indicated. Architect will return a single copy.
   2. Informational Submittals: Submit one paper copy of each submittal unless otherwise indicated. Architect will not return copies.
   3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
   1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
   2. Mark each copy of each submittal to show which products and options are applicable.
   3. Include the following information, as applicable:
      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.

4. 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.
5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:
    a. Three paper copies of Product Data unless otherwise indicated. Architect will return two copies.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 215 by 280 mm (8-1/2 by 11 inches), but no larger than 750 by 1067 mm (30 by 42 inches).
3. Submit Shop Drawings in the following format:
    a. PDF electronic file.
    b. One opaque (bond) copy of each submittal. Architect will return one copy.

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. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of applicable Specification Section.
    e. Specification paragraph number and generic name of each item.
3. For projects where electronic submittals are required, provide corresponding electronic submittal of sample transmittal, digital image file illustrating sample characteristics, and identification information for record.

4. 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.
5. 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(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    a. Number of Samples: Submit three sets of Samples. Architect will retain two 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.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
    1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
    2. Manufacturer and product name, and model number if applicable.
    3. Number and name of room or space.
    4. Location within room or space.
    5. Submit product schedule in the following format:
        a. One paper copy of product schedule or list unless otherwise indicated. Architect will return one copy.

F. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."

J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."

K. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

S. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

T. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other work of the contract and for compliance with the contract documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect through Owner's Construction Manager.

B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01 33 00

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements. The contractor will be responsible for all testing. The contractor will be responsible for any corrections that are required due to testing.
   1. Specific quality assurance and control requirements for individual construction activities are specified in the sections that specify those activities. Requirements in those sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for contractor to provide quality assurance and control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this section.

C. Related Requirements:
   1. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of the work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality Control Services: Tests, inspections, procedures, and related actions during and after execution of the work to evaluate that actual products incorporated into the work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
   1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.

2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

D. Preconstruction Testing: Tests and inspections performed specifically for project before products and materials are incorporated into the work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
   1. Specification Section number and title.
   2. Entity responsible for performing tests and inspections.
   3. Description of test and inspection.
   4. Identification of applicable standards.
   5. Identification of test and inspection methods.
   6. Number of tests and inspections required.
   7. Time schedule or time span for tests and inspections.
   8. Requirements for obtaining samples.
   9. Unique characteristics of each quality-control service.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.
   7. Identification of product and Specification Section.
   8. Complete test or inspection data.
   9. Test and inspection results and an interpretation of test results.
   10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
   11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
   12. Name and signature of laboratory inspector.
   13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
   1. Name, address, and telephone number of technical representative making report.
   2. Statement on condition of substrates and their acceptability for installation of product.
   3. Statement that products at Project site comply with requirements.
   4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
   5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
   6. Statement whether conditions, products, and installation will affect warranty.
   7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections

specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the work.

1.7 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to

those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
   1. Contractor responsibilities include the following:
      a. Provide test specimens representative of proposed products and construction.
      b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
      c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
      d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
      e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality assurance service to the Owner's Construction Manager Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
   1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
   2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
   3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
   4. Demonstrate the proposed range of aesthetic effects and workmanship.
   5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
   6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
   7. Demolish and remove mockups when directed unless otherwise indicated.

L. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.

1.8 QUALITY CONTROL

A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
   1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
   2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
      a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
   3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
   4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
   5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
   6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
   1. Notify the Owner's Construction Manager, Architect and Contractor promptly of irregularities or deficiencies observed in the work during performance of its services.
   2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
   3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
   4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
   5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
   6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
   1. Access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
   4. Facilities for storage and field curing of test samples.
   5. Delivery of samples to testing agencies.
   6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
   7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.9 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
   1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
   2. Notifying the Owner's Construction Manager, Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
   3. Submitting a certified written report of each test, inspection, and similar quality-control service to the Owner's Construction Manager and Architect with copy to Contractor and to authorities having jurisdiction.
   4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
   5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
   6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Owner's Construction Manager and Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 014100 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Regulatory requirements applicable to this project are the following:

B. ATBCB ADAAG - Americans with Disabilities Act Accessibility Guidelines.

C. 29 CFR 1910 - Occupational Safety and Health Standards; as a work place.

D. State of Louisiana amendments to some or all of the following.

E. City of New Orleans amendments to some or all of the following.

F. Zoning Code: City of New Orleans Municipal Code.

G. ICC (IFC) - ICC International Fire Code, 2006.

H. NFPA 101 - Life Safety Code, 2006.

I. ICC (IBC) - ICC International Building Code, 2006.

J. ICC (IMC) - ICC International Mechanical Code, 2006.

K. NFPA 70 - National Electrical Code, 2008.

L. ICC (IEC) - ICC International Electrical Code, 2006.

M. ICC (IECC) - ICC International Energy Conservation Code, 2006.

1.2 RELATED REQUIREMENTS

A. Section 01 40 00 - Quality Requirements.

1.3 QUALITY ASSURANCE

A. Designer Qualifications: Where delegated engineering design is to be performed under the construction contract provide the direct supervision of a Professional Engineer experienced in design of this type of work and licensed in Louisiana.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION 01 41 00

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:
   1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the Owner's Construction Manager, Architect, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

B. Dust-Control Plan: Submit coordination drawing and narrative that indicates the dust-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
   1. Locations of dust-control partitions at each phase of work.
   2. Waste handling procedures.
   3. Other dust-control measures.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Chain-Link Fencing: Minimum 50-mm (2-inch), 3.8-mm- (0.148-inch-) thick, galvanized-steel, chain-link fabric fencing; minimum 1.8 m (6 feet) high with galvanized-steel pipe posts; minimum 60-mm- (2-3/8-inch-) OD line posts and 73-mm- (2-7/8-inch-) OD corner and pull posts.

B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 0.25-mm (10-mil) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

C. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 914 by 1624 mm (36 by 60 inches).

D. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame spread and smoke-developed indexes of 25 and 50, respectively.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
   1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Connect to existing services.

B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
   1. Prior to commencing work, isolate the HVAC system in area where work is to be performed.
      a. Isolate supply and return ductwork in work area from HVAC systems servicing occupied areas.
   2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
   3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

E. Telephone Service:
   1. Provide superintendent with cellular telephone.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
   1. Provide construction for temporary sheds located within construction area or within 9 m (30 feet) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.

B. Use of Existing Roads and Paved Areas: Minimize extent of use of roads and paved areas. Maintain roads and paved areas during construction operations.
   1. Repair any damage caused during construction including removing all debris and construction related materials.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Provide temporary parking areas for construction personnel.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."

F. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
   1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
   1. The contractor is responsible for securing the campus at the end of each work day and remains secured until the contractor is present again. This will be accomplished by means approved by the owner. Owner will dictate the level of security needed for each campus.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
   1. Comply with work restrictions specified in Division 01 Section "Summary."

C. Tree and Plant Protection: Store materials outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, erosion and equipment.

D. Work Enclosure Fence: Prior to commencing work at each portion of the work, furnish and install enclosure fence in a manner that will prevent people and animals from easily entering site.

E. Security Enclosure and Lockup: Provide lockable storage to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
   1. The contractor will be responsible for all equipment, tools, materials, etc. left on the campus for the duration of the project.

F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

G. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
   1. Construct dustproof partitions with two layers of 0.14-mm (6-mil) polyethylene sheet on each side. Cover floor with two layers of 0.14-mm (6-mil) polyethylene sheet, extending sheets 460 mm (18 inches) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.
   2. Provide walk-off mats at each entrance through temporary partition.

H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
   1. Prohibit smoking on campus.
   2. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:
   1. Division 01 Section "Substitution Procedures" for requests for substitutions.
   2. Division 01 Section "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
   2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
      a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."

b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on project, select product compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:
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 determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
   1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
   2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
   3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
   1. Provide products complete with accessories, trim, finish, fasteners, and other items 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. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
   4. Where products are accompanied by the term "as selected," Architect will make selection.
   5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
   6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
   7. Buy American Act: Conform to the provisions of Buy American /act.

B. Product Selection Procedures:
   1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   3. Products:
      a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
      b. Non-restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:
    a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
    1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
    1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
    2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    3. Evidence that proposed product provides specified warranty.
    4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
    5. Samples, if requested.

END OF SECTION 01 60 00

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Installation of the Work.
   2. Cutting and patching.
   3. Progress cleaning.
   4. Protection of installed construction.
   5. Correction of the Work.

B. B. Related Requirements:
   1. Division 01 Section "Summary" for limits on use of Project site.
   2. Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.

1.3 1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor.

B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
   1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
   2. 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. Operational elements include the following:
      a. Electrical wiring systems.

3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction 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.

B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
   1. Examine floors and roofs for suitable conditions where products and systems are to be installed.
   2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other sections, include the following:
   1. Description of the Work.
   2. List of detrimental conditions, including substrates.
   3. List of unacceptable installation tolerances.
   4. Recommended corrections.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect through Owner's Construction Manager according to requirements in Division 01 Section "Project Management and Coordination."

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.

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 damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

H. 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.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, 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 in-place 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. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place 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.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Division 01 Section "Summary."

E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Proceed with patching after construction operations requiring cutting are complete.

F. 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 practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
      a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
      b. Restore damaged pipe covering to its original condition.
   3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition and ensures thermal and moisture integrity of building enclosure.

G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
   1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
   2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 27 degrees C (80 degrees F).

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

END OF SECTION 01 73 00

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Substantial Completion procedures.
   2. Final completion procedures.
   3. Warranties.
   4. Final cleaning.
   5. Repair of the Work.

B. Related Requirements:
   1. Division 01 Section "Execution" for progress cleaning of Project site.
   2. Division 01 Section "Project Record Documents" for submitting record Product Data.

1.3 ACTION SUBMITTALS

A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

D. Maintenance Data: Four sets (Three hard copy and one electronic).

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner's Construction Manager. Label with manufacturer's name and model number where applicable.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
2. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
3. Complete final cleaning requirements, including touchup painting.
4. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 5 days prior to date the work will be completed and ready for final inspection and tests. 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 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.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 5 days prior to date the work will be completed and ready for final inspection and tests. 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.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: 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. Submit list of incomplete items in the following formats:
      a. MS Excel electronic file. Architect will return annotated file.
      b. PDF electronic file. Architect will return annotated file.
      c. Three paper copies. Architect will return one copy.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit original written warranties, two copies and one electronic copy on request of Architect for designated portions of the work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

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 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
   1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire project or for a designated portion of project:
      a. Clean project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
      b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
      c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
      d. Remove tools, construction equipment, machinery, and surplus material from project site.
      e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
      f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
      g. Replace any landscaping disturbed in the process of completing the project.

C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
   1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

END OF SECTION 01 77 00

SECTION 017830 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance data.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

1.4 SUBMITTALS

A. Submittals: Submit three (3) paper copies of each manual and one (1) electronic copy of each manual. The Operation and Maintenance manuals must be delivered to the Owner (end user) a minimum of 7 days prior to the commencement of any Owner's training on all systems or equipment.

B. Submit all copies to the A/E with a transmittal indicating submittal of Operation and Maintenance Data. A/E will be responsible for distribution to the appropriate parties, including the end user.

1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:
   1. List of documents.
   2. List of systems.
   3. List of equipment.
   4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with the same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
   1. Title page.
   2. Table of contents.
   3. Manual contents.

B. Title Page: For paper copies of manuals enclose title page in transparent plastic sleeve, electronic copies shall have title page as first page of file for manual. Include the following information:
   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of the Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.
   6. Name and address of A/E.
   7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume and cross-referenced to Specification Section number in Project Manual.
   1. If operation or maintenance documentation requires more than one volume to accommodate data, include a comprehensive table of contents for all volumes in each binder of the set.

D. Paper Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem and equipment. If possible, assemble instructions for subsystems, equipment and components of one system into a single binder.
   1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
      a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
      b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name and subject matter of contents. Indicate volume number for multiple-volume sets.
   2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20-lb/sq. ft. white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents and drawing locations.

E. Electronic Manual Contents: Organize into sets of manageable size to ensure files for manual are contained within a single compact disc. Arrange contents alphabetically by file name or bookmarking, for organization to coincide with system, subsystem and equipment. Ensure instructions for subsystems, equipment and components of one system into a single compact disc.
    1. Compact Discs: All files shall be burned on to compact discs and provided in plastic cases. Discs shall be clearly labeled with the same information as required for the manual title page. If more than one manual is present on the disc a listing of the manual contained shall be provided on the label.
        a. If two or more discs are necessary to accommodate data of a system, organize data in each disc into groupings by subsystem and related components. Cross-reference other discs by bookmarking or annotations in the electronic files contained on the disc if necessary to provide essential information for proper operation or maintenance of equipment or system.
        b. Discs shall be clearly labeled with the same information as required for the manual title page. If more than one manual is present on the disc a listing of the manual contained shall be provided on the label.
    2. Bookmarking: The O&M manuals shall be fully integrated and navigable. “Fully integrated and navigable”, is defined in this context as the ability for users to review and locate information utilizing bookmarks or other file organization methods. Use of folder structures for this purpose will be permitted provided file nomenclature utilized clearly indicates the type of document the file contains and all information pertinent to a given system, sub-system and/or unit is contained within a single folder.
    3. Searching: All files shall be fully searchable using standard text search functions. If scanned copies of documents are provided, these files shall be converted into OCR recognized text format with original image overlay.
    4. Acceptable Electronic Formats: Acceptable electronic formats for files provided for manuals shall be as listed below. Contractor shall be responsible to provide free viewers for all formats not listed below for any files provided in their submission.
        a. Word 2002 or newer
        b. Excel 2002 or newer
        c. Adobe Acrobat 8.0 or newer
        d. WAV
        e. WMV
        f. DWF
        g. HTML

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment and component:
1. Fire.
2. Flood.
3. Hurricane.
4. Gas leak.
5. Water leak.
6. Power failure.
7. Water outage.
8. System, subsystem, or equipment failure.
9. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of the Board's operating personnel for notification of Installer, supplier and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Flow diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:
1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation and diagram controls as installed.

E. Piped/Ducted Systems: Diagram piping as installed and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material and finish. Include source information, product information, maintenance procedures, repair materials and sources and warranties and bonds, as described below.

B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:
1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in the manual identified by product name and arranged to match manual's table of contents. For each product, list name, address and telephone number of Installer or supplier and maintenance service agent and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
   1. Standard printed maintenance instructions and bulletins.
   2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
   3. Identification and nomenclature of parts and components. (parts breakdown)
   4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
   1. Test and inspection instructions.
   2. Troubleshooting guide.
   3. Precautions against improper maintenance.
   4. Disassembly; component removal, repair and replacement; and reassembly instructions.
   5. Aligning, adjusting and checking instructions.
   6. Demonstration and training videotape, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment and separate schedules for preventive and routine maintenance and service with standard time allotment.
   1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual and annual frequencies.
   2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by the Board's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem and piece of equipment not part of a system.
   1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem and piece of equipment not part of a system.
   2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by the Board's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
   1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
   1. Do not use original Project Record Documents as part of operation and maintenance manuals.
   2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."

END OF SECTION 01 78 30

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:
   1. Record Drawings.
   2. Record Specifications.
   3. Record Product Data.
   4. Miscellaneous record submittals.

B. Related Requirements:
   1. Division 01 Section "Execution" for final property survey.
   2. Division 01 Section "Closeout Procedures" for general closeout procedures.
   3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
   4. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Submit two (2) set(s) of marked-up record prints.
   2. Submit two (2) set(s) of PDF scans.

B. Record Specifications:
   1. Submit two (2) paper copies of Project's Specifications, including addenda and contract modifications.
   2. Submit two (2) PDF copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data:
   1. Where record Product Data are required as part of operation and maintenance manuals:
      a. Submit one paper copy of each submittal.
      b. Submit duplicate marked-up Product Data as a component of manual.
      c. Submit two (2) PDF copies of marked-up Product Data.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities.
   1. Submit two (2) paper copies of each submittal.
   2. Submit two (2) PDF copies of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Accurately record information in an acceptable drawing technique.
    c. Record data as soon as possible after obtaining it.
    d. Record and check the markup before enclosing concealed installations.
    e. Cross-reference record prints to corresponding archive photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
    a. Dimensional changes to Drawings.
    b. Revisions to details shown on Drawings.
    c. Depths of foundations below first floor.
    d. Locations and depths of underground utilities.
    e. Revisions to routing of piping and conduits.
    f. Revisions to electrical circuitry.
    g. Actual equipment locations.
    h. Duct size and routing.
    i. Locations of concealed internal utilities.
    j. Changes made by Change Order or Construction Change Directive.
    k. Changes made following Architect's written orders.
    l. Details not on the original Contract Drawings.
    m. Field records for variable and concealed conditions.
    n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: DWG, Version AutoCAD 2006, Microsoft Windows operating system.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
4. Refer instances of uncertainty to Architect for resolution.
5. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
    a. See Division 01 Section "Submittal Procedures" for requirements related to use of Architect's digital data files.
    b. Architect will provide data file layer information. Record markups in separate

layers.

C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
   1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
   2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
   1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
   2. Format: Annotated PDF electronic file with comment function enabled.
   3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
   4. Identification: As follows:
      a. Project name.
      b. Date.
      c. Designation "PROJECT RECORD DRAWINGS."
      d. Name of Architect.
      e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
   3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
   4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
   5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as a marked-up paper copy and either an annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as as a marked-up paper copy and either an annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Product Data.
1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as marked up paper copy and PDF electronic file or scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 017900 - DEMONSTRATION AND TRAINING FOR HVAC SYSTEMS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

B. Demonstration of operation of systems, subsystems, and equipment.

C. Training in operation and maintenance of systems, subsystems, and equipment.

D. Related Sections include the following:

E. Division 1 Section "Project Meetings" for requirements for preinstruction conferences.

1.3 SUBMITTALS

A. Instruction Program: Submit to the Engineer copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
   1. At completion of training, submit two (2) complete training manuals for Owner's use.

B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Engineers and Owner, and other information specified.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each training module, submit results and documentation of performance based test.

E. Demonstration and Training Digital Video Discs (DVDs): Submit two copies of each DVD within seven days of recording.
   1. Format: Provide high quality color DVD(s).
   2. Identification: On each copy provide an applied label with the following information:
      a. Name of Project.
      b. Name and address of photographer.
      c. Name of Engineer.
      d. Name of Contractor.
      e. Date DVD was recorded.
      f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
   3. Transcript: Prepared on 8-1/2-by-ll-inch (A4) paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with the same label information as the corresponding DVD. Include name of Project and date of DVD on each page.

1.4 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative experienced in operation and maintenance procedures and training.

B. Photographer Qualifications: An individual of established reputation who has been regularly engaged as a professional video photographer for not less than five years.

C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division I Section "Project Meetings". Review methods and procedures related to demonstration and training including, but not limited to, the following:
   1. Inspect and discuss locations and other facilities required for instruction.
   2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
   3. Review required content of instruction.
   4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Engineer.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
   1. Heat generation including boiler, pumps, and heating water distribution piping.
   2. Gas-fired heating equipment, including VAV makeup unit for kitchen equipment hood.
   3. Refrigeration system including splitsystem DSS heatpumps and cooling-only units, chillers, pumps, outside air preconditioning units, chilled water distribution piping, and refrigerant piping.
   4. HVAC systems including air-handling equipment (including power ventilators, filtration equipment, exhaust equipment, air handling units, kitchen equipment hood, exhaust system, VAV, etc.), air distribution systems and terminal equipment and devices.
   5. HVAC and Controls Building Automation System to include: operations, adjustment of temperature, trending graphs, set points for occupied and unoccupied schedules, etc.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
   1. Basis of System Design, Operational Requirements, and Criteria: This will be provided through the Engineer and will include the following:
      a. System, subsystem, and equipment descriptions.

b. Performance and design criteria.
c. Operating standards.
d. Regulatory requirements.
e. Equipment function.
f. Operating characteristics.
g. Limiting conditions.
h. Performance curves.

2. Documentation: Review the following items in detail:
   a. Emergency manuals.
   b. Operations manuals.
   c. Maintenance manuals.
   d. Project Record Documents.
   e. Identification systems.
   f. Warranties and bonds.
   g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.
   h. Normal shutdown instructions.
   i. Operating procedures for emergencies.
   j. Operating procedures for system, subsystem, or equipment failure.
   k. Seasonal and weekend operating instructions.
   l. Required sequences for electric or electronic systems.
   m. m. Special operating instructions and procedures.
5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.
7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance.

f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: The Engineer will serve as facilitator to assist the Contractor in preparation of instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
   1. Engineer will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
   2. Owner will furnish an instructor to describe Owner's operational philosophy.
   3. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   1. Schedule training with Owner, through Engineer, with at least forty-five (45) days' advance notice.

D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a written performance-based test.

E. Demonstration and Training DVD: Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
   1. At beginning of each training module, record each chart containing learning objective and lesson outline.

F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING DVDS

A. Demonstration and Training DVDs: Record instruction of Owner's personnel in the operation and maintenance of equipment and systems. Edit DVD to remove noninstructional conversation. Photographer shall select vantage points to best show equipment, systems, and procedures demonstrated.

END OF SECTION 017900

SECTION 024100 - DEMOLITION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Selective demolition of building elements for alteration purposes.

1.2 REFERENCE STANDARDS

A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards.

B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

PART 2 - PRODUCTS -- NOT USED

PART 3 - EXECUTION

3.1 SCOPE

A. Remove other items indicated, for salvage, relocation, recycling, and reuse.

3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with other requirements specified in Section 01 73 00.

B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
   3. Provide, erect, and maintain temporary barriers and security devices.
   4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   5. Do not close or obstruct roadways or sidewalks without permit.
   6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
   7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.

C. Do not begin removal until receipt of notification to proceed from Owner.

D. Protect existing structures and other elements that are not to be removed.
   1. Provide bracing and shoring.
   2. Prevent movement or settlement of adjacent structures.
   3. Stop work immediately if adjacent structures appear to be in danger.

E. If hazardous materials are discovered during removal operations, stop work and notify Engineer and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

F. Perform demolition in a manner that maximizes salvage and recycling of materials.
   1. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.3 EXISTING UTILITIES

A. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.

B. Unused underground piping may be abandoned in place, provided it is completely drained and capped; remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.4 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as shown.
   2. Report discrepancies to Engineer before disturbing existing installation.
   3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Separate areas in which demolition is being conducted from other areas that are still occupied.
   1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 in locations indicated on drawings.

C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.

D. Remove existing work as indicated and as required to accomplish new work.
   1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
   2. Remove items indicated on drawings.

E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
   2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
   3. See Section 01 10 00 for other limitations on outages and required notifications.
   4. Verify that abandoned services serve only abandoned facilities before removal.
   5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.

F. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
   4. Patch as specified for patching new work.

3.5 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Remove from site all materials not to be reused on site; do not burn or bury.

C. Leave site in clean condition, ready for subsequent work.

D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 41 00

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Thermally insulated steel doors.

1.2 REFERENCE STANDARDS

A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council.

B. ANSI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames.

C. ANSI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.

D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

E. ASTM C1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus.

F. BHMA A156.115 - Hardware Preparation in Steel Doors and Steel Frames.

G. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers.

1.3 SUBMITTALS

A. See Section 01 31 00 - Administrative Requirements for submittal procedures.

B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced grade standard.

C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.

D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Store in accordance with NAAMM HMMA 840.

B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Steel Doors and Frames:
   1. Assa Abloy Curries: www.assaabloydss.com
   2. Steelcraft: www.steelcraft.com
   3. Amweld: www.firedoorcorp.com
   4. Substitutions: See Section 01 60 00 - Product Requirements.

2.2 DOORS AND FRAMES

A. Requirements for All Doors and Frames:

1. Accessibility: Comply with ANSI/ICC A117.1.
2. Door Top Closures: Flush with top of faces and edges.
3. Door Edge Profile: Beveled on both edges.
4. Door Texture: Smooth faces.
5. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
6. Hardware Preparation: In accordance with BHMA A156.115, with reinforcement welded in place, in addition to other requirements specified in door grade standard.
7. Galvanizing for Units in Wet Areas: All components hot-dipped zinc-iron alloy-coated (galvannealed), A60/ZF180.
8. Finish: Factory primed, for field finishing.

B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with all the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.3 STEEL DOORS

A. Exterior Doors:
1. Grade: ANSI A250.8 Level 1, physical performance Level C, Model 2, seamless.
2. Core: Polystyrene foam.
3. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with A60/ZF180 coating.
4. Insulating Value: U-value of 0.70, when tested in accordance with ASTM C1363.
5. Weatherstripping: Integral, recessed into door edge or frame.

2.4 STEEL FRAMES

A. General:
1. Comply with the requirements of grade specified for corresponding door.
   a. ANSI A250.8 Level 1 Doors: 16 gage frames.
2. Finish: Same as for door.
3. Frames Wider than 48 Inches: Reinforce with steel channel fitted tightly into frame head, flush with top.

B. Exterior Door Frames: Face welded, seamless with joints filled.
1. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with A60/ZF180 coating.
2. Weatherstripping: Integral, recessed into door edge or frame.

2.5 ACCESSORY MATERIALS

A. Silencers: Resilient rubber, fitted into drilled hole; 3 on strike side of single door, 3 on center mullion of pairs, and 2 on head of pairs without center mullions.

B. Temporary Frame Spreaders: Provide for all factory- or shop-assembled frames.

2.6 FINISH MATERIALS

A. Primer: Rust-inhibiting, complying with ANSI A250.10, door manufacturer's standard.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that opening sizes and tolerances are acceptable.

3.2 INSTALLATION

A. Install in accordance with the requirements of the specified door grade standard and NAAMM HMMA 840.

B. Coordinate frame anchor placement with wall construction.

C. Coordinate installation of hardware.

3.3 TOLERANCES

A. Clearances Between Door and Frame: As specified in ANSI A250.8.

B. Maximum Diagonal Distortion: 1/8 in measured with straight edge, corner to corner.

3.4 ADJUSTING

A. Adjust for smooth and balanced door movement.

END OF SECTION 08 11 13

SECTION 099000 - PAINTING AND COATING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints, stains, varnishes, and other coatings.

C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
   1. Mechanical and Electrical:
      a. In finished areas, paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
      b. Paint interior surfaces of air ducts that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
      c. Paint dampers exposed behind louvers, grilles, to match face panels.

D. Do Not Paint or Finish the Following Items:
   1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
   2. Items indicated to receive other finishes.
   3. Items indicated to remain unfinished.
   4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
   5. Floors, unless specifically so indicated.
   6. Glass.
   7. Concealed pipes, ducts, and conduits.

1.2 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Provide all paint and coating products from the same manufacturer to the greatest extent possible.

2.2 PAINTS AND COATINGS - GENERAL

A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
   1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
   2. Supply each coating material in quantity required to complete entire project's work from a single production run.
   3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

C. Volatile Organic Compound (VOC) Content:
   1. Provide coatings that comply with the most stringent requirements specified in the following:
      a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
      b. Architectural coatings VOC limits of Louisiana.
   2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

D. Flammability: Comply with applicable code for surface burning characteristics.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to coating application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

D. Seal surfaces that might cause bleed through or staining of topcoat.

E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

3.2 APPLICATION

A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

B. Apply products in accordance with manufacturer's instructions.

C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

D. Apply each coat to uniform appearance.

E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

END OF SECTION 09 90 00

SECTION 230513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Three phase electric motors.

1.2 RELATED REQUIREMENTS

A. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

B. Section 26 29 13 - Enclosed Controllers.

1.3 REFERENCE STANDARDS

A. ABMA STD 9 - Load Ratings and Fatigue Life for Ball Bearings; American Bearing Manufacturers Association, Inc..

B. IEEE 112 - IEEE Standard Test Procedure for Polyphase Induction Motors and Generators; Institute of Electrical and Electronic Engineers.

C. NEMA MG 1 - Motors and Generators; National Electrical Manufacturers Association.

D. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.4 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

PART 2 - PRODUCTS

2.1 GENERAL CONSTRUCTION AND REQUIREMENTS

A. Electrical Service: Refer to Section 26 27 17 for required electrical characteristics.

B. Construction:
   1. Open drip-proof type except where specifically noted otherwise.
   2. Design for continuous operation in 40 degrees C environment.
   3. Design for temperature rise in accordance with NEMA MG 1 limits for insulation class, service factor, and motor enclosure type.

C. Visible Nameplate: Indicating motor horsepower, voltage, phase, cycles, RPM, full load amps, locked rotor amps, frame size, manufacturer's name and model number, service factor, power factor.

D. Wiring Terminations:
   1. Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70, threaded for conduit.
   2. For fractional horsepower motors where connection is made directly, provide threaded conduit connection in end frame.

2.2 THREE PHASE POWER - SQUIRREL CAGE MOTORS

A. Starting Torque: Between 1 and 1-1/2 times full load torque.

B. Power Output, Locked Rotor Torque, Breakdown or Pull Out Torque: NEMA Design B characteristics.

C. Design, Construction, Testing, and Performance: Conform to NEMA MG 1 for Design B motors.

D. Insulation System: NEMA Class B or better.

E. Bearings: Grease lubricated anti-friction ball bearings with housings equipped with plugged provision for relubrication, rated for minimum ABMA STD 9, L-10 life of 20,000 hours. Calculate bearing load with NEMA minimum V-belt pulley with belt center line at end of NEMA standard shaft extension. Stamp bearing sizes on nameplate.

F. Sound Power Levels: To NEMA MG 1.

G. Nominal Efficiency: As scheduled at full load and rated voltage when tested in accordance with IEEE 112.

H. Nominal Power Factor: As scheduled at full load and rated voltage when tested in accordance with IEEE 112.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install securely on firm foundation. Mount ball bearing motors with shaft in any position.

C. Check line voltage and phase and ensure agreement with nameplate.

END OF SECTION 23 05 13

SECTION 230519 - METERS AND GAGES FOR HVAC PIPING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Pressure gages and pressure gage taps.

B. Thermometers and thermometer wells.

1.2 RELATED REQUIREMENTS

A. Section 23 21 13 - Hydronic Piping.

B. Section 23 09 23 - Direct-Digital Control System for HVAC.

1.3 REFERENCE STANDARDS

A. ASME B40.100 - Pressure Gauges and Gauge Attachments; The American Society of Mechanical Engineers.

B. ASTM E1 - Standard Specification for ASTM Thermometers.

1.4 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide list that indicates use, operating range, total range and location for manufactured components.

1.5 FIELD CONDITIONS

A. Do not install instrumentation when areas are under construction, except for required rough-in, taps, supports and test plugs.

PART 2 - PRODUCTS

2.1 PRESSURE GAGES

A. Manufacturers:
   1. Dwyer Instruments, Inc: www.dwyer-inst.com.
   2. Moeller Instrument Co., Inc: www.moellerinstrument.com.
   3. Omega Engineering, Inc: www.omega.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Pressure Gages: ASME B40.100, UL 393 drawn steel case, phosphor bronze bourdon tube, rotary brass movement, brass socket, with front recalibration adjustment, black scale on white background.
   1. Case: Steel with brass bourdon tube.
   2. Size: 3-1/2 inch diameter.
   3. Mid-Scale Accuracy: Two percent.
   4. Scale: Psi.

2.2 STEM TYPE THERMOMETERS

A. Manufacturers:
   1. Dwyer Instruments, Inc: www.dwyer-inst.com.
   2. Omega Engineering, Inc: www.omega.com.
   3. Weksler Glass Thermometer Corp: www.wekslerglass.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Thermometers - Fixed Mounting: Red- or blue-appearing non-toxic liquid in glass; ASTM E1; lens front tube, cast aluminum case with enamel finish.
   1. Size: 9 inch scale.
   2. Window: Clear Lexan.
   3. Calibration: Degrees F.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install gages and thermometers in locations where they are easily read from normal operating level. Install vertical to 45 degrees off vertical.

C. Adjust gages and thermometers to final angle, clean windows and lenses, and calibrate to zero.

END OF SECTION 23 05 19

SECTION 230548 - VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Equipment support bases.

B. Vibration isolators.

1.2 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data:
   1. Provide manufacturer's product literature documenting compliance with PART 2 PRODUCTS.

1.3 QUALITY ASSURANCE

A. Perform design and installation in accordance with applicable codes.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Kinetics Noise Control, Inc: www.kineticsnoise.com

B. Mason Industries: www.mason-ind.com

C. Vibration Eliminator Company, Inc: www.veco-ny.com

D. Substitutions: See Section 01 60 00 - Product Requirements.

2.2 PERFORMANCE REQUIREMENTS

A. General:
   1. All vibration isolators, base frames and inertia bases to conform to all uniform deflection and stability requirements under all operating loads.
   2. Steel springs to function without undue stress or overloading.
   3. All equipment mounted on vibration isolated bases to have minimum operating clearance of 2 inches between the base and floor or support beneath unless noted otherwise.

2.3 EQUIPMENT SUPPORT BASES

A. Structural Bases:
   1. Construction: Engineered, structural steel frames with welded brackets for side mounting of the isolators.
   2. Frames: Square, rectangular or T-shaped.
   3. Design: Sufficiently rigid to prevent misalignment or undue stress on machine, and to transmit design loads to isolators and snubbers.

2.4 VIBRATION ISOLATORS

A. Non-Seismic Type:
   1. Elastomeric Mounts:
      a. Material: Oil, ozone, and oxidant resistant compounds.

b. Assembly: Encapsulated load transfer plate bolted to equipment and base plate with anchor hole bolted to supporting structure.

2. Steel Springs:
   a. Assembly: Freestanding, laterally stable without housing.
   b. Leveling Device: Rigidly connected to equipment or frame.

2.5 ROOF CURBS

A. Non-Seismic Type:
   1. Vibration Isolation Curb Rail:
      a. Location: Between existing roof curb and rooftop equipment.
      b. Integral vibration isolation to conform to requirements of this section.
      c. Weather exposed components consist of corrosion resistant materials.

PART 3 - EXECUTION

3.1 INSTALLATION - GENERAL

A. Install in accordance with manufacturer's instructions.

B. Bases:
   1. Adjust equipment level.

C. On closed spring isolators, adjust so side stabilizers are clear under normal operating conditions.

D. Prior to making piping connections to equipment with operating weights substantially different from installed weights, block up equipment with temporary shims to final height. When full load is applied, adjust isolators to load to allow shim removal.

END OF SECTION 23 05 48

SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Nameplates.

B. Pipe Markers.

PART 2 - PRODUCTS

2.1 IDENTIFICATION APPLICATIONS

A. Air Handling Units: Nameplates.

B. Piping: Pipe markers.

2.2 NAMEPLATES

A. Manufacturers:
   1. Advanced Graphic Engraving: www.advancedgraphicengraving.com.
   2. Kolbi Pipe Marker Co.: www.kolbipipemarkers.com.
   3. Seton Identification Products: www.seton.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.
   5. Letter Color: Black.
   6. Letter Height: 1 inch.
   7. Background Color: White.
   8. Plastic: Conform to ASTM D709.

2.3 PIPE MARKERS

A. Manufacturers:
   1. Brady Corporation: www.bradycorp.com.
   2. Kolbi Pipe Marker Co.: www.kolbipipemarkers.com.
   3. MIFAB, Inc.: www.mifab.com.
   4. Seton Identification Products: www.seton.com.
   5. Substitutions: See Section 01 60 00 - Product Requirements.

B. Color: Conform to ASME A13.1.

C. Plastic Pipe Markers: Factory fabricated, flexible, semi- rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

3.2 INSTALLATION

A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.

B. Install plastic pipe markers in accordance with manufacturer's instructions.

END OF SECTION 23 05 53

SECTION 230593 - TESTING, ADJUSTING AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Testing, adjustment, and balancing of air systems.

B. Testing, adjustment, and balancing of hydronic systems.

1.2 REFERENCE STANDARDS

A. AABC MN-1 - AABC National Standards for Total System Balance; Associated Air Balance Council.

B. ASHRAE Std 111 - Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc..

C. NEBB (TAB) - Procedural Standards for Testing Adjusting Balancing of Environmental Systems; National Environmental Balancing Bureau.

D. SMACNA (TAB) - HVAC Systems Testing, Adjusting, and Balancing; Sheet Metal and Air Conditioning Contractors' National Association.

1.3 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
   1. Submit to Engineer.

C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
   1. Revise TAB plan to reflect actual procedures and submit as part of final report.
   2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Engineer and for inclusion in operating and maintenance manuals.
   3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
   4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
   5. Units of Measure: Report data in both I-P (inch-pound) and SI (metric) units.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

A. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.

B. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.

C. TAB Agency Qualifications:

1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
2. Having minimum of three years documented experience.

3.2 EXAMINATION

A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
   1. Systems are started and operating in a safe and normal condition.
   2. Temperature control systems are installed complete and operable.
   3. Proper thermal overload protection is in place for electrical equipment.
   4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
   5. Fans are rotating correctly.
   6. Hydronic systems are flushed, filled, and vented.
   7. Pumps are rotating correctly.
   8. Proper strainer baskets are clean and in place.
   9. Service and balance valves are open.

B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.

3.3 ADJUSTMENT TOLERANCES

A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.

B. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

3.4 RECORDING AND ADJUSTING

A. Field Logs: Maintain written logs including:
   1. Running log of events and issues.
   2. Discrepancies, deficient or uncompleted work by others.
   3. Contract interpretation requests.
   4. Lists of completed tests.

B. Ensure recorded data represents actual measured or observed conditions.

C. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.

D. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.

E. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

3.5 AIR SYSTEM PROCEDURE

A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.

B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.

C. Measure air quantities at air inlets and outlets.

D. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.

E. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.

F. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.

3.6 WATER SYSTEM PROCEDURE

A. Adjust water systems to provide required or design quantities.

B. Use calibrated Venturi tubes, orifices, or other metered fittings and pressure gauges to determine flow rates for system balance. Where flow metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in the system.

C. Adjust systems to provide specified pressure drops and flows through heat transfer elements prior to thermal testing. Perform balancing by measurement of temperature differential in conjunction with air balancing.

D. Effect system balance with automatic control valves fully open to heat transfer elements.

E. Effect adjustment of water distribution systems by means of balancing cocks, valves, and fittings. Do not use service or shut-off valves for balancing unless indexed for balance point.

3.7 SCOPE

A. Test, adjust, and balance the following:
   1. Air Handling Units and associated hydronics
   2. Exhaust Fans

3.8 MINIMUM DATA TO BE REPORTED

A. Electric Motors:
   1. Manufacturer
   2. Model/Frame
   3. HP/BHP
   4. Phase, voltage, amperage; nameplate, actual, no load
   5. RPM
   6. Service factor
   7. Sheave Make/Size/Bore

B. Cooling Coils:
   1. Identification/number
   2. Location
   3. Air flow, design and actual
   4. Entering air DB temperature, design and actual
   5. Entering air WB temperature, design and actual
   6. Leaving air DB temperature, design and actual
   7. Leaving air WB temperature, design and actual
   8. Water flow, design and actual
   9. Water pressure drop, design and actual
   10. Entering water temperature, design and actual

11. Leaving water temperature, design and actual

C. Heating Coils:
   1. Identification/number
   2. Location
   3. Air flow, design and actual
   4. Water flow, design and actual
   5. Water pressure drop, design and actual
   6. Entering water temperature, design and actual
   7. Leaving water temperature, design and actual
   8. Entering air temperature, design and actual
   9. Leaving air temperature, design and actual

D. Electric Duct Heaters:
   1. Manufacturer
   2. Identification/number
   3. Location
   4. Model number
   5. Design kW
   6. Number of stages
   7. Phase, voltage, amperage
   8. Air flow, specified and actual
   9. Temperature rise, specified and actual

E. Air Moving Equipment:
   1. Location
   2. Manufacturer
   3. Model number
   4. Serial number
   5. Arrangement/Class/Discharge
   6. Air flow, specified and actual

F. Return Air/Outside Air:
   1. Identification/location
   2. Design outside air flow
   3. Actual outside air flow
   4. Outside air temperature

G. Exhaust Fans:
   1. Location
   2. Manufacturer
   3. Model number
   4. Serial number
   5. Air flow, specified and actual

END OF SECTION 23 05 93

SECTION 230713 - DUCT INSULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Duct insulation.

B. Duct Liner.

1.2 RELATED REQUIREMENTS

A. Section 23 05 53 - Identification for HVAC Piping and Equipment.

1.3 REFERENCE STANDARDS

A. ASTM C916 - Standard Specification for Adhesives for Duct Thermal Insulation.

B. ASTM C1338 - Standard Test Method for Determining Fungi Resistance of Insulation Materials and Facings.

C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

D. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.

E. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association.

F. SMACNA (DCS) - HVAC Duct Construction Standards - Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association.

G. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc..

1.4 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labelled with manufacturer's identification, including product density and thickness.

B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.6 FIELD CONDITIONS

A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.

B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84.

2.2 DUCT LINER

A. Manufacturers:
   1. Armacell: www.armacell.com
   2. K-Flex USA: www.kflexusa.com
   3. Knauf Insulation: www.knaufusa.com.
   4. Johns Manville Corporation: www.jm.com.
   5. Owens Corning Corp: www.owenscorning.com.
   6. CertainTeed Corporation; : www.certainteed.com.
   7. Substitutions: See Section 01 60 00 - Product Requirements.

B. Insulation: Non-fibrous (fibrous/fiberglass not allowed), non-porous, flexible blanket, elastomeric, closed-cell insulation complying with NFPA 90A, NFPA 90B, UL 181, ASTM C 1534 and ASTM C 411[].
   1. Fungi Resistance: ASTM G21
   2. Apparent Thermal Conductivity: Maximum of 0.27 at 75 degrees F
   3. Water Absorption, % by volume: <0.20 perm-in ASTM C 209
   4. Service Temperature: Up to 200 degrees F
   5. Rated Velocity on Coated Air Side for Air Erosion: 4,000 fpm, minimum.
   6. Minimum Noise Reduction Coefficients:
      a. 1 inch Thickness: 0.45

C. Adhesive: Waterproof, fire-retardant type, ASTM C916

D. Liner Fasteners: Galvanized steel, impact applied or welded with integral head.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that ducts have been tested before applying insulation materials.

B. Verify that surfaces are clean, foreign material removed, and dry.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install in accordance with NAIMA National Insulation Standards.

C. Duct and Plenum Liner Application:
   1. Adhere insulation with adhesive for 90 percent coverage.
   2. Secure insulation with mechanical liner fasteners. Refer to SMACNA HVAC Duct Construction Standards - Metal and Flexible for spacing.
   3. Seal and smooth joints. Seal and coat transverse joints.
   4. Seal liner surface penetrations with adhesive.

END OF SECTION 23 07 13

SECTION 230719 - HVAC PIPING INSULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Piping insulation.

B. Jackets and accessories.

1.2 RELATED REQUIREMENTS

A. Section 09 90 00 - Painting and Coating: Painting insulation jacket.

B. Section 23 21 13 - Hydronic Piping: Placement of hangers and hanger inserts.

C. Section 23 23 00 - Refrigerant Piping: Placement of inserts.

1.3 REFERENCE STANDARDS

A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded Hot Plate Apparatus.

B. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.

C. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.

D. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.

E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

F. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.

G. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association.

H. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc..

1.4 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

C. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

1.6 FIELD CONDITIONS

A. Maintain ambient conditions required by manufacturers of each product.

B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, NFPA 255, or UL 723.

2.2 GLASS FIBER

A. Manufacturers:
   1. Knauf Insulation: www.knaufusa.com
   2. Johns Manville Corporation: www.jm.com
   3. Owens Corning Corp: www.owenscorning.com
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
   1. 'K' value: ASTM C177, 0.24 at 75 degrees F.
   2. Maximum service temperature: 850 degrees F.
   3. Maximum moisture absorption: 0.2 percent by volume.

C. Vapor Barrier Jacket: White kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.

2.3 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

A. Manufacturer:
   1. Armacell International: www.armacell.com
   2. Aeroflex USA, Inc.: www.aeroflexusa.net
   3. K-Flex USA (formerly RBX Industries): www.kflexusa.com
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534 Grade 3; use molded tubular material wherever possible.
   1. Minimum Service Temperature: -40 degrees F.
   2. Maximum Service Temperature: 220 degrees F.
   3. Connection: Waterproof vapor barrier adhesive.

2.4 JACKETS

A. PVC Plastic.
   1. Manufacturers:
      a. Johns Manville Corporation: www.jm.com
      b. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Jacket: One piece molded type fitting covers and sheet material, off-white color.
      a. Minimum Service Temperature: 0 degrees F.
      b. Maximum Service Temperature: 150 degrees F.
      c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
      d. Thickness: 10 mil.
      e. Connections: Brush on welding adhesive.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that piping has been tested before applying insulation materials.

B. Verify that surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Exposed Piping: Locate insulation and cover seams in least visible locations.

C. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.

D. Glass fiber insulated pipes conveying fluids below ambient temperature:
   1. Provide vapor barrier jackets, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
   2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.

E. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.

F. Glass fiber insulated pipes conveying fluids above ambient temperature:
   1. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.
   2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.

G. Inserts and Shields:
   1. Application: Piping 1-1/2 inches diameter or larger.
   2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
   3. Insert location: Between support shield and piping and under the finish jacket.
   4. Insert configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.

H. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, refer to Section 07 84 00.

I. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal piping. Provide two coats of UV resistant finish for flexible elastomeric cellular insulation without jacketing.

END OF SECTION 23 07 19

SECTION 230900 - INSTRUMENTATION AND CONTROL FOR HVAC

PART 1 - GENERAL

1.1 DECRIPTION

A. General: The control system shall consist of a high-speed, peer-to-peer network of DDC controllers complete with all hardware and software functions required to monitor and control the complete building HVAC & lighting systems.

B. Integration: The school Building Automation System (BAS) will be integrated into a Common Facility Automation System (CFAS) under a different contract. Building level control contractor is required to provide a functional system from the building controller down to the equipment level. The CFAS control contractor will provide all necessary graphical interfaces into the system. The Building level control contractor is required to conform with all BACnet object naming, Broadcast Management, Network numbering, and Device instance numbering protocols outlined in this specification to allow integration into the CFAS.

C. System shall use the BACnet protocol for communication to the CFAS and for communication between control modules. I/O points, schedules, set-points, trends, and alarms specified in "Sequence of Operations" shall be BACnet objects. All controllers provided shall be BTL Listed.

D. Building Controller shall be provided with complete energy management software, including scheduling, demand limiting, optimum start strategies, and energy reporting.

1.2 APPROVED CONTROL SYSTEMS

A. Manufacturers: Subject to compliance with specification requirements, provide products by one of the following manufacturers:
   1. Alerton.
   2. Honeywell
   3. Johnson Controls

B. The existing Alerton system shall be expanded to include work of this contract. Provide new controllers, devices, graphics and programming to complete work of this section.

1.3 SUBMITTALS

A. Product Submittal Requirements: Meet requirements of Section 01 30 00 on Shop Drawings, Product Data, and Samples. Provide required copies of shop drawings and other submittals on hardware, software, and equipment to be installed or furnished. Begin no work until submittals have been reviewed for conformity with design intent. Provide drawings as AutoCAD 2006 (or newer) compatible files on disk (file format: .DWG, .DXF, .VSD, or comparable and PDF) and each drawing on 11" x 17" paper. When manufacturer's cut-sheets apply to a product series rather than a specific product, clearly indicate applicable data by highlighting or by other means. Clearly reference covered specification and drawing on each submittal. General catalogs shall not be accepted as cut-sheets to fulfill submittal requirements. Select and show submittal quantities appropriate to scope of work. Submittal review does not relieve Contractor of responsibility to supply sufficient quantities to complete work. Provide submittals on the following:
   1. Direct Digital Control System Hardware
      a. Complete bill of materials indicating quantity, manufacturer, model number, and relevant technical data of equipment to be used.

b. Manufacturer's description and technical data such as performance curves, product specifications, and installation and maintenance instructions for items listed below and for relevant items not listed below:
   1) 1) Direct digital controllers (controller panels)
   2) Transducers and transmitters
   3) Sensors (include accuracy data)
   4) Actuators
   5) Valves
   6) Relays and switches
   7) Control panels
   8) Power supplies
   9) Batteries
   10) Wiring
c. Wiring diagrams and layouts for each control panel. Show termination numbers.
d. Floor plan schematic diagrams indicating field sensor and controller locations.
e. Riser diagrams showing control network layout, communication protocol, and wire types.

2. Controlled Systems
   a. Riser diagrams showing control network layout, communication protocol, and wire types.
   b. Schematic diagram of each controlled system. Label control points with point names. Graphically show locations of control elements.
   c. Schematic wiring diagram of each controlled system. Label control elements and terminals. Where a control element is also shown on control system schematic, use the same name.
   d. Instrumentation list (Bill of Materials) for each controlled system. List each control system element in a table. Show element name, type of device, manufacturer, model number, and product data sheet number.
   e. Complete description of control system operation including sequences of operation. Include and reference schematic diagram of controlled system. List I/O points and software points specified in the contract drawings and specification. Indicate alarmed and trended points.
3. Description of process, report formats, and checklists to be used in Article 3.16 (Control System Demonstration and Acceptance) of this specification.
4. BACnet Protocol Implementation Conformance Statement (PICS) for each submitted type of controller and operator interface. Provide complete description and documentation of any proprietary (non-BACnet) services and/or objects used in the system.

B. Project Record Documents. Submit three copies of record (as-built) documents upon completion of installation for approval prior to final completion. Submittal shall consist of:
1. Project Record Drawings. As-built versions of submittal shop drawings provided as AutoCAD 2006 (or newer) compatible files on magnetic or optical disk (file format: .DWG, .DXF, .VSD, or comparable) and 6 prints of each drawing on 11" x 17" paper.
2. Testing and Commissioning Reports and Checklists. Completed versions of reports, checklists, and trend logs used to meet requirements of Section 23 09 23 Article 3.16 (Control System Demonstration and Acceptance).
3. Operation and Maintenance (O&M) Manual. Printed, electronic, or online help documentation of the following:
   a. As-built versions of submittal product data.

b. Names, addresses, and telephone numbers of installing contractors and service representatives for equipment and control systems.
c. Operator's manual with procedures for operating control systems: logging on and off, handling alarms, producing point reports, trending data, overriding computer control, and changing set-points and variables.
d. Programming manual or set of manuals with description of programming language and syntax, of statements for algorithms and calculations used, of point database creation and modification, of program creation and modification, and of editor use.
e. Engineering, installation, and maintenance manual or set of manuals that explains how to design and install new points, panels, and other hardware; how to perform preventive maintenance and calibration; how to debug hardware problems; and how to repair or replace hardware.
f. Documentation of programs created using custom programming language including set-points, tuning parameters, and object database. Electronic copies of programs shall meet this requirement if control logic, set-points, tuning parameters, and objects can be viewed using furnished programming tools.
g. Graphic files, programs, and database on disk or USB storage device.
h. List of recommended spare parts with part numbers and suppliers.
i. Complete original-issue documentation, installation, and maintenance information for furnished third-party hardware including computer equipment and sensors.
j. Complete original-issue copies of furnished software, including operating systems, custom programming language, operator workstation or web server software, and graphics software.
k. Licenses, guarantees, and warranty documents for equipment and systems.
l. Recommended preventive maintenance procedures for system components, including schedule of tasks such as inspection, cleaning, and calibration; time between tasks; and task descriptions.
m. Digital copy of all vendor software required for control programming and manipulation of the system. Also provide all administrative passwords and vendor codes required to access data in any control device located in the building.

C. Training Materials: Provide course outline and materials for each class at least six weeks before first class. Training shall be furnished via instructor-led sessions, computer-based training, or web-based training. Engineer will modify course outlines and materials if necessary to meet Owner's needs. Engineer will review and approve course outlines and materials at least three weeks before first class.

1.4 WARRANTY

A. Warrant work as follows:
1. Warrant labor and materials for specified control system free from defects for a period of 5 years after final acceptance. Control system failures during warranty period shall be adjusted, repaired, or replaced at no additional cost or reduction in service to Owner. Respond during normal business hours within 8 hours of Owner's warranty service request.
2. Work shall have a single warranty date, even if Owner receives beneficial use due to early system start-up. If specified work is split into multiple contracts or a multi-phase contract, each contract or phase shall have a separate warranty start date and period.

3. Provide updates to project-specific software, graphic software, database software, and firmware that resolve Contractor-identified software deficiencies at no charge during warranty period. If available, Owner can purchase in-warranty service agreement to receive upgrades for functional enhancements associated with above-mentioned items. Do not install updates or upgrades without Owner's written authorization.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use new products the manufacturer is currently manufacturing and selling for use in new installations. Do not use this installation as a product test site unless explicitly approved in writing by Owner. Spare parts shall be available for at least five years after completion of this contract.

2.2 COMMUNICATION

A. Control products, communication media, connectors, repeaters, hubs, and routers shall comprise a BACnet internetwork. Controller communication shall conform to ANSI/ASHRAE Standard 135, BACnet.

B. Install new wiring and network devices as required to provide a complete and workable control network.

C. Each controller shall have a communication port for temporary connection to a laptop computer or other operator interface. Connection shall support memory downloads and other commissioning and troubleshooting operations.

D. Internetwork operator interface and value passing shall be transparent to internetwork architecture.
   1. An operator interface connected to a controller shall allow the operator to interface with each internetwork controller as if directly connected. Controller information such as data, status, and control algorithms shall be viewable and editable from each internetwork controller.
   2. Inputs, outputs, and control variables used to integrate control strategies across multiple controllers shall be readable by each controller on the internetwork. Program and test all cross-controller links required to execute control strategies specified in the Sequences of Operation. An authorized operator shall be able to edit cross-controller links by typing a standard object address or by using a point-and-click interface.

E. Controllers with real-time clocks shall use the BACnet Time Synchronization service. System shall automatically synchronize system clocks daily from an operator-designated controller via the internetwork. If applicable, system shall automatically adjust for daylight saving and standard time.

2.3 Operator Interface (Graphical)

A. Operator interface shall allow each authorized operator to execute the following functions as a minimum:
   1. Log In and Log Out. System shall require user name and password to log in to operator interface.

2. Point-and-click Navigation. Operator interface shall be graphically based and shall allow operators to access graphics for equipment and geographic areas using point-and-click navigation. Graphics shall be provided to allow view of overall floor plan with all HVAC components shown that allow point and click access to all HVAC equipment details.
3. View and Adjust Equipment Properties. Operators shall be able to view controlled equipment status and to adjust operating parameters such as setpoints, PID gains, on and off controls, and sensor calibration.
4. View and Adjust Operating Schedules. Operators shall be able to view scheduled operating hours of each schedulable piece of equipment on a weekly or monthly calendar-based graphical schedule display, to select and adjust each schedule and time period, and to simultaneously schedule related equipment. System shall clearly show exception schedules and holidays on the schedule display.
5. View and Respond to Alarms. Operators shall be able to view a list of currently active system alarms, to acknowledge each alarm, and to clear (delete) unneeded alarms.
6. View and Configure Trends. Operators shall be able to view a trend graph of each trended point and to edit graph configuration to display a specific time period or data range. Operator shall be able to create custom trend graphs to display on the same page data from multiple trended points.
7. View and Configure Reports. Operators shall be able to run preconfigured reports, to view report results, and to customize report configuration to show data of interest.
8. Manage Control System Hardware. Operators shall be able to view controller status, to restart (reboot) each controller, and to download new control software to each controller.
9. Manage Operator Access. Typically, only a few operators are authorized to manage operator access. Authorized operators shall be able to view a list of operators with system access and of functions they can perform while logged in. Operators shall be able to add operators, to delete operators, and to edit operator function authorization. Operator shall be able to authorize each operator function separately.

2.4 CONTROLLER SOFTWARE

A. Building and energy management application software shall reside and operate in system controllers. Applications shall be editable through operator workstation, web browser interface, or engineering workstation.

B. System Security
   1. 1. System shall require a user name and password to view, edit, add, or delete data.
      a. Operator Access. Each user name and password combination shall define accessible viewing, editing, adding, and deleting functions in each system application, editor, and object.
      b. Automatic Log Out. Automatically log out each operator if no keyboard or mouse activity is detected. Operators shall be able to adjust automatic log out delay.
      c. Encrypted Security Data. Store system security data including operator passwords in an encrypted format. System shall not display operator passwords.
   2. System shall log operator log-in and log-out, control parameter changes, schedule changes, and alarm acknowledgment and deletion. System shall date and time stamp logged activity.

C. Scheduling. System shall provide the following schedule options as a minimum:
   1. Weekly. Provide separate schedules for each day of the week. Each schedule shall be

able to include up to 5 occupied periods (5 start-stop pairs or 10 events).

2. Exception. Operator shall be able to designate an exception schedule for each of the next 365 days. After an exception schedule has executed, system shall discard and replace exception schedule with standard schedule for that day of the week.
3. Holiday. Operator shall be able to define 24 special or holiday schedules of varying length on a scheduling calendar that repeats each year.

D. System Coordination. Operator shall be able to group related equipment based on function and location and to use these groups for scheduling and other applications

E. Binary and Analog Alarms. System input and status objects shall be configurable to alarm on departing from and on returning to normal state. Operator shall be able to enable or disable each alarm and to configure alarm limits, alarm limit differentials, alarm states, and alarm reactions for each system object. Configure and enable alarm points as specified in Sequence of Operations and Controls Points Lists. Alarms shall be BACnet alarm objects and shall use BACnet alarm services.

F. Alarm Reporting. Operator shall be able to configure (by object) actions workstation or web server shall initiate on receipt of each alarm. As a minimum, workstation or web server shall be able to log, print, start programs, display messages, send e-mail, send page, and audibly annunciate.

G. Maintenance Management. System shall generate maintenance alarms when equipment exceeds adjustable runtime, equipment starts, or performance limits. Configure and enable maintenance alarms as specified in Sequence of Operations and Controls Points List.

H. Sequencing. Application software shall sequence chillers, boilers, and pumps as specified in Sequence of Operations.

I. PID Control. System shall provide direct- and reverse-acting PID (proportional-integral-derivative) algorithms. Each algorithm shall have anti-windup and selectable controlled variable, set-point, and PID gains. Each algorithm shall calculate a time-varying analog value that can be used to position an output or to stage a series of outputs.

J. Staggered Start. System shall stagger controlled equipment restart after power outage. Operator shall be able to adjust equipment restart order and time delay between equipment restarts.

K. Energy Calculations.

1. System shall accumulate and convert instantaneous power (kW) or flow rates (L/s [gpm]) to energy usage data.
2. System shall calculate a sliding-window average (rolling average). Operator shall be able to adjust window interval to 15 minutes, 30 minutes, or 60 minutes.

L. Anti-Short Cycling. Binary output objects shall be protected from short cycling by means of adjustable minimum on-time and off-time settings.

2.5 CONTROLLERS

A. BACnet.

1. Building Controllers (BCs). Each BC shall conform to BACnet Building Controller (B-BC) device profile as specified in ANSI/ASHRAE 135, BACnet Annex L and shall be listed as a certified B-BC in the BACnet Testing Laboratories (BTL) Product Listing.
2. Advanced Application Controllers (AACs). Each AAC shall conform to BACnet

Advanced Application Controller (B-AAC) device profile as specified in ANSI/ASHRAE 135, BACnet Annex L and shall be listed as a certified B-AAC in the BACnet Testing Laboratories (BTL) Product Listing.

3. Application Specific Controllers (ASCs). Each ASC shall conform to BACnet Application Specific Controller (B-ASC) device profile as specified in ANSI/ASHRAE 135, BACnet Annex L and shall be listed as a certified B-ASC in the BACnet Testing Laboratories (BTL) Product Listing.

B. BACnet Communication.
   1. Each BC shall reside on or be connected to a BACnet network using ISO 8802-3 (Ethernet) Data Link/Physical layer protocol and BACnet/IP addressing.
   2. BACnet routing shall be performed by BCs or other BACnet device routers as necessary to connect BCs to networks of AACs and ASCs. To limit broadcast traffic over the IP network, the BC shall be provided a BACnet Broadcast Management Device (BBMD) per IP subnet. The Broadcast Distribution Table (BDT) shall be edited to contain the address of the local BBMD and the BBMD of the CFAS only.
   3. Each AAC shall reside on a BACnet network using ISO 8802-3 (Ethernet) Data Link/Physical layer protocol with BACnet/IP addressing, or it shall reside on a BACnet network using the MS/TP Data Link/Physical layer protocol.
   4. Each ASC shall reside on a BACnet network using the MS/TP Data Link/Physical layer protocol.
   5. Each SA shall reside on a BACnet network using the MS/TP Data Link/Physical layer protocol.
   6. Each SS shall reside on a BACnet network using ISO 8802-3 (Ethernet) Data Link/Physical layer protocol with BACnet/IP addressing, or it shall reside on a BACnet network using MS/TP Data Link/Physical layer protocol.

C. Communication
   1. Service Port. Each controller shall provide a service communication port for connection to a Portable Operator's Terminal. Connection shall be extended to space temperature sensor ports where shown on drawings.
   2. Signal Management. BC and ASC operating systems shall manage input and output communication signals to allow distributed controllers to share real and virtual object information and to allow for central monitoring and alarms.
   3. Data Sharing. Each BC and AAC shall share data as required with each networked BC and AAC.
   4. Stand-Alone Operation. Each piece of equipment specified shall be controlled by a single controller to provide stand-alone control in the event of communication failure. All I/O points specified for a piece of equipment shall be integral to its controller. Provide stable and reliable stand-alone control using default values or other method for values normally read over the network.

D. Environment. Controller hardware shall be suitable for anticipated ambient conditions.
   1. Controllers used outdoors or in wet ambient conditions shall be mounted in waterproof enclosures and shall be rated for operation at -29°C to 60°C (-20°F to 140°F).
   2. Controllers used in conditioned space shall be mounted in dust-protective enclosures and shall be rated for operation at 0°C to 50°C (32°F to 120°F).

E. Real-Time Clock. Controllers that perform scheduling shall have a real-time clock.

F. Serviceability.
   1. Controllers shall have diagnostic LEDs for power, communication, and processor.
   2. Wires shall be connected to a field-removable modular terminal strip or to a

termination card connected by a ribbon cable.

3. Each BC and AAC shall continually check its processor and memory circuit status and shall generate an alarm on abnormal operation. System shall continuously check controller network and generate alarm for each controller that fails to respond.

G. Memory.
   1. Controller memory shall support operating system, database, and programming requirements.
   2. Each BC and AAC shall retain BIOS and application programming for at least 72 hours in the event of power loss.
   3. Each ASC and SA shall use nonvolatile memory and shall retain BIOS and application programming in the event of power loss. System shall automatically download dynamic control parameters following power loss.

H. Immunity to Power and Noise. Controllers shall be able to operate at 90% to 110% of nominal voltage rating and shall perform an orderly shutdown below 80% nominal voltage. Operation shall be protected against electrical noise of 5 to 120 Hz and from keyed radios up to 5 W at 1 m (3 ft).

I. Transformer. ASC power supply shall be fused or current limiting and shall be rated at a minimum of 125% of ASC power consumption.

2.6 INPUT AND OUTPUT INTERFACE

A. General. Hard-wire input and output points to BCs, AACs, ASCs, or SAs.

B. Protection. Shorting an input or output point to itself, to another point, or to ground shall cause no controller damage. Input or output point contact with up to 24 V for any duration shall cause no controller damage.

C. Binary Inputs. Binary inputs shall monitor the on and off signal from a remote device. Binary inputs shall provide a wetting current of at least 12 mA and shall be protected against contact bounce and noise. Binary inputs shall sense dry contact closure without application of power external to the controller.

D. Pulse Accumulation Inputs. Pulse accumulation inputs shall conform to binary input requirements and shall accumulate up to 10 pulses per second.

E. Analog Inputs. Analog inputs shall monitor low-voltage (0-10 Vdc), current (4-20 mA), or resistance (thermistor or RTD) signals. Analog inputs shall be compatible with and field configurable to commonly available sensing devices.

F. Binary Outputs. Binary outputs shall send an on-or-off signal for on and off control. Building Controller binary outputs shall have three-position (on-off-auto) override switches and status lights. Outputs shall be selectable for normally open or normally closed operation.

G. Analog Outputs. Analog outputs shall send a modulating 0-10 Vdc or 4-20 mA signal as required to properly control output devices. Each Building Controller analog output shall have a two-position (auto-manual) switch, a manually adjustable potentiometer, and status lights. Analog outputs shall not drift more than 0.4% of range annually.

H. Tri-State Outputs. Control three-point floating electronic actuators without feedback with tri-state outputs (two coordinated binary outputs). Tri-State outputs may be used to provide analog output control in zone control and terminal unit control applications such as VAV terminal units, duct-mounted heating coils, and zone dampers.

I. Universal Inputs and Outputs. Inputs and outputs that can be designated as either binary or analog in software shall conform to the provisions of this section that are appropriate for their designated use.

2.7 AUXILLARY CONTROL DEVICES

A. Motorized Control Dampers.
1. Type. Control dampers shall have linear flow characteristics and shall be parallel- or opposed-blade type as specified below or as scheduled on drawings.
   a. Outdoor and return air mixing dampers and face-and-bypass dampers shall be parallel-blade and shall direct airstreams toward each other.
   b. Other modulating dampers shall be opposed-blade.
   c. Two-position shutoff dampers shall be parallel- or opposed-blade with blade and side seals.
2. Frame. Damper frames shall be 2.38 mm (13 gauge) galvanized steel channel or 3.175 mm (1/8 in.) extruded aluminum with reinforced corner bracing.
3. Blades. Damper blades shall not exceed 20 cm (8 in.) in width or 125 cm (48 in.) in length. Blades shall be suitable for medium velocity (10 m/s [2000 fpm]) performance. Blades shall be not less than 1.5875 mm (16 gauge).
4. Shaft Bearings. Damper shaft bearings shall be as recommended by manufacturer for application, oil impregnated sintered bronze, or better.
5. Seals. Blade edges and frame top and bottom shall have replaceable seals of butyl rubber or neoprene. Side seals shall be spring-loaded stainless steel. Blade seals shall leak no more than 50 L/s·m2 (10 cfm per ft2) at 1000 Pa (4 in. w.g.) differential pressure. Blades shall be airfoil type suitable for wide-open face velocity of 7.5 m/s (1500 fpm).
6. Sections. Damper sections shall not exceed 125 cm - 150 cm (48 in. - 60 in.). Each section shall have at least one damper actuator.
7. Linkages. Dampers shall have exposed linkages.

B. Electric Damper and Valve Actuators.
1. Stall Protection. Mechanical or electronic stall protection shall prevent actuator damage throughout the actuator's rotation.
2. Spring-return Mechanism. Actuators used for power-failure and safety applications shall have an internal mechanical spring-return mechanism or an uninterruptible power supply (UPS).
3. Signal and Range. Proportional actuators shall accept a 0-10 Vdc or a 0-20 mA control signal and shall have a 2-10 Vdc or 4-20 mA operating range. (Floating motor actuators may be substituted for proportional actuators in terminal unit applications as described in paragraph 2.6H.)
4. Wiring. 24 Vac and 24 Vdc actuators shall operate on Class 2 wiring.
5. Manual Positioning. Operators shall be able to manually position each actuator when the actuator is not powered. Non-spring-return actuators shall have an external manual gear release. Spring-return actuators with more than 60 in.-lb torque capacity shall have a manual crank.

C. Control Valves.
1. General. Select body and trim materials in accordance with manufacturer's recommendations for design conditions and service shown.
2. Type. Provide two- or three-way control valves for two-position or modulating service as shown.

3. Water Valves.
    a. Valves providing two-position service shall be quick opening.
    b. Valves providing modulating service shall be pressure independent. Acceptable manufacturers are Belimo, Delta-P, or Griswold.
    c. Two-way valves shall have replaceable disc or ball.
    d. Close-off (Differential) Pressure Rating. Valve actuator and trim shall provide the following minimum close-off pressure ratings.
        1) 1) Two-way: 150% of total system (pump) head. 2) Three-way: 300% of pressure differential between ports A and B at design flow or 100% of total system (pump) head.
    e.
    f. Ports. Valves providing modulating service shall have equal percentage ports.
    g. Sizing.
        1) Two-position service: line size.
        2) Modulating service: Size valve based on flowrate through the valve in accordance with manufacturer's recommendation.
    h. Fail Position. Water valves shall fail normally open or closed as follows unless otherwise specified.
        1) 1) Water zone valves: normally open.
        2) Heating coils in air handlers: normally open.
        3) Chilled water control valves: normally closed.
        4) Other applications: as scheduled or as required by sequences of operation.

D. Binary Temperature Devices.
1. Low-Voltage Space Thermostats. Low-voltage space thermostats shall be 24 V, bimetal-operated, mercury-switch type, with adjustable or fixed anticipation heater, concealed setpoint adjustment, 55°F-85°F set-point range, 2°F maximum differential, and vented ABS plastic cover.
2. Line-Voltage Space Thermostats. Line-voltage space thermostats shall be bimetal-actuated, open-contact type or bellows-actuated, enclosed, snap-switch type or equivalent solid-state type, with heat anticipator, UL listing for electrical rating, concealed set-point adjustment, 55°F-85°F set-point range, 2°F maximum differential, and vented ABS plastic cover.
3. Low-Limit Thermostats. Low-limit airstream thermostats shall be UL listed, vapor pressure type. Element shall be at least 20 ft long. Element shall sense temperature in each 1 ft section and shall respond to lowest sensed temperature. Low-limit thermostat shall be manual reset only.

E. Temperature Sensors.
1. Type. Temperature sensors shall be Resistance Temperature Device (RTD) or thermistor.
2. Duct Sensors. Duct sensors shall be single point or averaging as shown. Averaging sensors shall be a minimum of 5 ft in length per 10 ft 2 of duct cross-section.
3. Immersion Sensors. Provide immersion sensors with a separable stainless steel well. Well pressure rating shall be consistent with system pressure it will be immersed in. Well shall withstand pipe design flow velocities.
4. Space Sensors. Space sensors shall have set-point adjustment, override switch, display, and communication port.
5. Differential Sensors. Provide matched sensors for differential temperature measurement.

F. Humidity Sensors.

1. Duct and room sensors shall have a sensing range of 20%-80%.
2. Duct sensors shall have a sampling chamber.
3. Outdoor air humidity sensors shall have a sensing range of 20%-95% RH and shall be suitable for ambient conditions of 20°F-170°F.
4. Humidity sensors shall not drift more than 1% of full scale annually.
5. Accuracy: +/-2%

G. CO2 Sensors.
1. Type: Wall mounted.
2. Range: 0-2500 ppm
3. Accuracy: +/- 50 ppm at 1000 ppm
4. Electrical: 24V
5. Sensor shall be provided with guarantee that field calibration will not required more than once every five years.

H. Airflow Monitoring Stations
1. Air flow stations shall utilize thermal based air measurement. The sensor accuracy shall read airflow rates within ±2% of reading with ±2% repeatability and temperature within ±0.15 deg F. Ebtron Gold series or approved equal.

I. Flow Switches.
1. Flow-proving switches shall be paddle (water service only) or differential pressure type (air or water service) as shown. Switches shall be UL listed, SPDT snap-acting, and pilot duty rated (125 VA minimum).
   a. Paddle switches shall have adjustable sensitivity and NEMA 1 enclosure unless otherwise specified.
   b. Differential pressure switches shall have scale range and differential suitable for intended application and NEMA 1 enclosure unless otherwise specified.

J. Current Transformers.
1. AC current transformers shall be UL/CSA recognized and shall be completely encased (except for terminals) in approved plastic material.
2. Transformers shall be available in various current ratios and shall be selected for ±1% accuracy at 5 A full-scale output.
3. Use fixed-core transformers for new wiring installation and split-core transformers for existing wiring installation.

K. Power Monitors.
1. Power monitors shall be three-phase type and shall have three-phase disconnect and shorting switch assembly, UL listed voltage transformers, and UL listed split-core current transformers.
2. Power monitors shall provide selectable output: rate pulse for kWh reading or 4-20 mA for kW reading. Power monitors shall operate with 5 A current inputs and maximum error of ±2% at 1.0 power factor or ±2.5% at 0.5 power factor.

L. Current Switches.
1. Current-operated switches shall be self-powered, solid-state with adjustable trip current. Select switches to match application current and DDC system output requirements.

M. Pressure Transducers.
1. Transducers shall have linear output signal and field-adjustable zero and span.
2. Continuous operating conditions of positive or negative pressure 50% greater than calibrated span shall not damage transducer sensing elements.

3. Water pressure transducer diaphragm shall be stainless steel with minimum proof pressure of 150 psi. Transducer shall have 4-20 mA output, suitable mounting provisions, and block and bleed valves.
4. Water differential pressure transducer diaphragm shall be stainless steel with minimum proof pressure of 150 psi. Over-range limit (differential pressure) and maximum static pressure shall be 300 psi. Transducer shall have 4-20 mA output, suitable mounting provisions, and 5-valve manifold.

N. Differential Pressure Switches. Differential pressure switches (air or water service) shall be UL listed, SPDT snap-acting, pilot duty rated (125 VA minimum) and shall have scale range and differential suitable for intended application and NEMA 1 enclosure unless otherwise specified.

O. Pressure-Electric (PE) Switches. PE switches shall be UL listed, pilot duty rated (125 VA minimum) or motor control rated, metal or neoprene diaphragm actuated, operating pressure rated for 0-175 kPa (0-25 psig), with calibrated scale minimum setpoint range of 14-125 kPa (2-18 psig).
1. Provide one- or two-stage switch action (SPDT, DPST, or DPDT) as required by application.
2. Switches shall be open type (panel-mounted). Exception: Switches shall be enclosed type for remote installation. Enclosed type shall be NEMA 1 unless otherwise specified.
3. Each pneumatic signal line to PE switches shall have permanent indicating gauge.

P. Local Control Panels.
1. Indoor control panels shall be fully enclosed NEMA 1 construction with hinged door key-lock latch and removable sub-panels. A common key shall open each control panel and sub-panel.
2. Prewire internal and face-mounted device connections with color-coded stranded conductors tie-wrapped or neatly installed in plastic troughs. Field connection terminals shall be UL listed for 600 V service, individually identified per control and interlock drawings, with adequate clearance for field wiring.
3. Each local panel shall have a control power source power switch (on-off) with overcurrent protection.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Thoroughly examine project plans for control device and equipment locations. Report discrepancies, conflicts, or omissions to Architect or Engineer for resolution before starting rough-in work.

B. Inspect site to verify that equipment can be installed as shown. Report discrepancies, conflicts, or omissions to Engineer for resolution before starting rough-in work.

C. Examine drawings and specifications for work of others. Report inadequate headroom or space conditions or other discrepancies to Engineer and obtain written instructions for changes necessary to coordinate with work of others. Controls Contractor shall perform at his expense necessary changes in specified work caused by failure or neglect to report discrepancies.

3.2 PROTECTION

A. Controls Contractor shall protect against and be liable for damage to work and to material caused by Contractor's work or employees.

B. Controls Contractor shall be responsible for work and equipment until inspected, tested, and accepted. Protect material not immediately installed. Close open ends of work with temporary covers or plugs during storage and construction to prevent entry of foreign objects.

3.3 COORDINATION

A. Site.
   1. Assist in coordinating space conditions to accommodate the work of each trade where work will be installed near or will interfere with work of other trades. If installation without coordination causes interference with work of other trades, Contractor shall correct conditions without extra charge.
   2. Coordinate and schedule work with other work in the same area and with work dependent upon other work to facilitate mutual progress.

B. Submittals. See Paragraph 1.9 (Submittals).

C. Test and Balance.
   1. Provide Test and Balance Contractor a single set of necessary tools to interface to control system for testing and balancing.
   2. Train Test and Balance Contractor to use control system interface tools.
   3. Provide a qualified technician to assist with testing and balancing the first 20 terminal units.
   4. Test and Balance Contractor shall return tools undamaged and in working condition at completion of testing and balancing.

D. Coordination with Other Controls. Integrate with and coordinate controls and control devices furnished or installed by others as follows.
   1. Communication media and equipment shall be provided as specified in Paragraph 2.2 (Communication).
   2. Each supplier of a controls product shall configure, program, start up, and test that product to meet the sequences of operation described regardless of where within the contract documents those products are described.
   3. Coordinate and resolve incompatibility issues that arise between control products provided under this section and those provided under other sections or divisions of this specification.
   4. Controls Contractor shall be responsible for integration of control products provided by multiple suppliers regardless of where integration is described within the contract documents.

3.4 GENERAL WORKMANSHIP

A. Install equipment, piping, and wiring or raceway horizontally, vertically, and parallel to walls wherever possible.

B. Provide sufficient slack and flexible connections to allow for piping and equipment vibration isolation.

C. Install equipment in readily accessible locations as defined by National Electrical Code (NEC) Chapter 1 Article 100 Part A.

D. Verify wiring integrity to ensure continuity and freedom from shorts and ground faults.

E. Equipment, installation, and wiring shall comply with industry specifications and standards and local codes for performance, reliability, and compatibility.

3.5 FIELD QUALITY CONTROL

A. Work, materials, and equipment shall comply with rules and regulations of applicable local, state, and federal codes and ordinances as identified in Paragraph 1.7 (Codes and Standards).

B. Continually monitor field installation for code compliance and workmanship quality.

C. Contractor shall arrange for work inspection by local or state authorities having jurisdiction over the work.

3.6 WIRING

A. Control and interlock wiring and installation shall comply with national and local electrical codes, Division 26, and manufacturer's recommendations.

B. NEC Class 1 (line voltage) wiring shall be UL listed in approved raceway as specified by NEC and Division 26.

C. Low-voltage wiring shall meet NEC Class 2 requirements. Subfuse low-voltage power circuits as required to meet Class 2 current limit.

D. NEC Class 2 (current-limited) wires not in raceway but in concealed and accessible locations such as return air plenums shall be UL listed for the intended application.

E. Install wiring in raceway where subject to mechanical damage and at levels below 10ft in mechanical, electrical, or service rooms.

F. Install Class 1 and Class 2 wiring in separate raceways. Boxes and panels containing high-voltage wiring and equipment shall not be used for low-voltage wiring except for the purpose of interfacing the two through relays and transformers.

G. Do not install wiring in raceway containing tubing.

H. Run exposed Class 2 wiring parallel to a surface or perpendicular to it and tie neatly at 10 ft intervals.

I. Use structural members to support or anchor plenum cables without raceway. Do not use ductwork, electrical raceways, piping, or ceiling suspension systems to support or anchor cables.

J. Secure raceways with raceway clamps fastened to structure and spaced according to code requirements. Raceways and pull boxes shall not be hung on or attached to ductwork, electrical raceways, piping, or ceiling suspension systems.

K. Size raceway and select wire size and type in accordance with manufacturer's recommendations and NEC requirements.

L. Include one pull string in each raceway 1 inch or larger.

M. Use color-coded conductors throughout.

N. Locate control and status relays in designated enclosures only. Do not install control and status relays in packaged equipment control panel enclosures containing Class 1 starters.

O. Conceal raceways except within mechanical, electrical, or service rooms. Maintain minimum clearance of 6 inches between raceway and high-temperature equipment such as steam pipes or flues.

P. Adhere to requirements in Division 26 where raceway crosses building expansion joints.

Q. Install insulated bushings on raceway ends and enclosure openings. Seal top ends of vertical raceways.

R. Terminate control and interlock wiring related to the work of this section. Maintain at the job site updated (as-built) wiring diagrams that identify terminations.

S. Flexible metal raceways and liquid-tight flexible metal raceways shall not exceed 3 feet in length and shall be supported at each end. Do not use flexible metal raceway less than ½ in. electrical trade size. Use liquid-tight flexible metal raceways in areas exposed to moisture including chiller and boiler rooms.

T. Install raceway rigidly, support adequately, ream at both ends, and leave clean and free of obstructions. Join raceway sections with couplings and according to code. Make terminations in boxes with fittings. Make terminations not in boxes with bushings.

3.7 COMMUNICATION WIRING

A. Communication wiring shall be low-voltage Class 2 wiring and shall comply with Article 3.7 (Wiring).

B. Install communication wiring in separate raceways and enclosures from other Class 2 wiring.

C. During installation do not exceed maximum cable pulling, tension, or bend radius specified by the cable manufacturer.

D. Verify entire network's integrity following cable installation using appropriate tests for each cable.

E. Install lightning arrestor according to manufacturer's recommendations between cable and ground where a cable enters or exits a building.

F. Each run of communication wiring shall be a continuous length without splices when that length is commercially available. Runs longer than commercially available lengths shall have as few splices as possible using commercially available lengths.

G. Label communication wiring to indicate origination and destination.

H. Ground coaxial cable according to NEC regulations article on "Communications Circuits, Cable, and Protector Grounding."

3.8 IDENTIFICATION AND HARDWARE WIRING

A. Label wiring and cabling, including that within factory-fabricated panels, with control system address or termination number at each end within 2 inches of termination.

B. Permanently label or code each point of field terminal strips to show instrument or item served.

C. Label control panels with minimum ½ inch letters on laminated plastic nameplates.

D. Label each control component with a permanent label. Label plug-in components such that label remain stationary during component replacement.

E. Label room sensors related to terminal boxes or valves with nameplates.

F. Manufacturers' nameplates and UL or CSA labels shall be visible and legible after equipment is installed.

G. Label identifiers shall match record documents.

3.9 PROGRAMMING

A. Point Naming on Graphical Displays
   1. Name all points shown on graphics with name convention provided on equipment points list. Do not provide abbreviations for graphic descriptions unless absolutely necessary. If abbreviations are needed, utilize common abbreviations located in the Appendix of this specification.

B. BACnet Object Naming
   1. BACnet objects shall be named with the concept of “Facility/System.Point.” The Facility will be the building. The System will describe the type of equipment and may be followed by a subsystem. The point is the specific input, output or value that is being described.
   2. For example, A BACnet object shall be named “Bienville/AHU-1.CHW.STEMP”, where the facility is Bienville School, the System is AHU-1, the subsystem is CHW (chilled water), and the point is STEMP (supply temperature). Utilize common abbreviations located in the Appendix of this specification as much as possible when naming objects.

C. Addressing
   1. Addressing for network names and device instance numbers shall follow the following protocol.
      a. Network Numbering – Each school shall be provided a facility code (FF). Each Network in the school shall be provided a network number (N) with a range from 0 to 9 to form the network number (FF)(N). For example, Bienville has a facility code of 17, so the networks in Bienville will be given the BACnet network numbers 170 thru 179.
      b. Device Instance Numbers – The device instance numbers will be based on the network numbering scheme above. The first three digits of each device instance number will be based on the network number scheme outlined above. Two additional digits (DD) will be added to the end of the network number to form the device instance number (FF)(N)(DD). For example, Bienville device 1 on network 1, will be numbered 17101.

D. Broadcast management
   1. To limit broadcast traffic over the IP network, The CFAS and each school building controller shall be provided a BACnet Broadcast Management Device (BBMD) per IP subnet. The Broadcast Distribution Table (BDT) at each school shall be edited to contain the address of the local BBMD and the BBMD of the CFAS only. The BDT at the CFAS shall include all school address, and shall be updated as each school is integrated into the CFAS.

E. Software Programming. Programming shall provide actions for each possible situation. Graphic- or parameter-based programs shall be documented. Text-based programs shall be

modular, structured, and commented to clearly describe each section of the program.

1. Application Programming. Provide application programming that adheres to sequences of operation. Program documentation or comment statements shall reflect language used in sequences of operation.
2. System Programming. Provide system programming necessary for system operation.

3.10 CONTROL SYSTEM CHECKOUT AND TESTING

A. Startup Testing. Complete startup testing to verify operational control system before notifying Owner of system demonstration. Provide Owner with schedule for startup testing. Owner may have representative present during any or all startup testing.
   1. Calibrate and prepare for service each instrument, control, and accessory equipment.
      a. Verify that control wiring is properly connected and free of shorts and ground faults. Verify that terminations are tight.
      b. Enable control systems and verify each input device's calibration. Calibrate each device according to manufacturer's recommendations.
      c. Verify that binary output devices such as relays, solenoid valves, two-position actuators and control valves, and magnetic starters, operate properly and that normal positions are correct.
      d. Verify that analog output devices such as I/Ps and actuators are functional, that start and span are correct, and that direction and normal positions are correct. Check control valves and automatic dampers to ensure proper action and closure. Make necessary adjustments to valve stem and damper blade travel.
      e. Prepare a log documenting startup testing of each input and output device, with technician's initials certifying each device has been tested and calibrated.
      f. Verify that system operates according to sequences of operation. Simulate and observe each operational mode by overriding and varying inputs and schedules. Tune PID loops and each control routine that requires tuning.
      g. Alarms and Interlocks.
         1) Check each alarm with an appropriate signal at a value that will trip the alarm.
         2) Trip interlocks using field contacts to check logic and to ensure that actuators fail in the proper direction.
         3) Test interlock actions by simulating alarm conditions to check initiating value of variable and interlock action.

3.11 CONTROL SYSTEM DEMONSTRATION, ACCEPTANCE AND ADJUSTMENT

A. Demonstration. Prior to acceptance, perform the following performance tests to demonstrate system operation and compliance with specification after and in addition to tests specified in Paragraph 3.17 (Control System Checkout and Testing). Provide Engineer with log documenting completion of startup tests.
   1. Engineer will be present to observe and review system demonstration. Notify Engineer at least 10 days before system demonstration begins.
   2. Demonstration shall follow process submitted and approved under Paragraph 1.10 (Submittals). Complete approved checklists and forms for each system as part of system demonstration.
   3. Demonstrate actual field operation of each sequence of operation as specified. Provide at least two persons equipped with two-way communication. Demonstrate calibration and response of any input and output points requested by Engineer. Provide and operate test equipment required to prove proper system operation.
   4. Demonstrate compliance with Paragraph 1.9 (System Performance).

5. Demonstrate compliance with sequences of operation through each operational mode.
6. Demonstrate complete operation of operator interface.
7. Demonstrate each of the following.
    a. DDC loop response. Supply graphical trend data output showing each DDC loop's response to a setpoint change representing an actuator position change of at least 25% of full range. Trend sampling rate shall be from 10 seconds to 3 minutes, depending on loop speed. Each sample's trend data shall show setpoint, actuator position, and controlled variable values. Engineer will require further tuning of each loop that displays unreasonably under- or over-damped control.
    b. Building fire alarm system interface.
    c. Trend logs for each system. Trend data shall indicate set-points, operating points, valve positions, and other data as specified in the points list provided with each sequence of operation. Each log shall cover three 48-hour periods and shall have a sample frequency not less than 10 minutes or as specified on its points list. Logs shall be accessible through system's operator interface and shall be retrievable for use in other software programs as specified in Paragraph 2.3-E.11 (Trend Configuration).
8. Tests that fail to demonstrate proper system operation shall be repeated after Contractor makes necessary repairs or revisions to hardware or software to successfully complete each test.

B. Acceptance.
1. After tests described in this specification are performed to the satisfaction of both Engineer and Owner, Engineer will accept control system as meeting completion requirements. Engineer may exempt tests from completion requirements that cannot be performed due to circumstances beyond Contractor's control. Engineer will provide written statement of each exempted test. Exempted tests shall be performed as part of warranty.
2. System shall not be accepted until completed demonstration forms and checklists are submitted and approved as required in Paragraph 1.10 (Submittals).

C. Adjustment. After 100% Commissioning and with the first 30 days of owner occupancy, adjust equipment on/off schedules, temperature set points for occupied and unoccupied modes, and other energy efficiency modes of operation based on owner/user defined schedules and levels of occupancy

3.12 SEQUENCE OF OPERATIONS

A. AHU-1,2,3,4,5&6
1. Run Conditions - Scheduled:
    a. The unit shall run (wire to motor starter) according to a user definable time schedule in the following modes:
        1) Occupied Mode: The unit shall maintain
            (a) A 74°F (adj.) cooling setpoint
            (b) A 70°F (adj.) heating setpoint.
        2) Unoccupied Mode (night setback): The unit shall maintain
            (a) A 85°F (adj.) cooling setpoint.
            (b) A 55°F (adj.) heating setpoint.
2. Alarms shall be provided as follows:
    a. High Zone Temp: If the zone temperature is greater than the cooling setpoint by a user definable amount (adj.).
    b. Low Zone Temp: If the zone temperature is less than the heating setpoint by a user

definable amount (adj.).

3. Zone Setpoint Adjust:
   a. The occupant shall be able to adjust the zone temperature heating and cooling setpoints at the zone sensor.
4. Zone Optimal Start:
   a. The unit shall use an optimal start algorithm for morning start-up. This algorithm shall minimize the unoccupied warm-up or cool-down period while still achieving comfort conditions by the start of scheduled occupied period.
5. Zone Unoccupied Override:
   a. A timed local override control shall allow an occupant to override the schedule and place the unit into an occupied mode for an adjustable period of time. At the expiration of this time, control of the unit shall automatically return to the schedule.
6. Freeze Protection:
   a. The unit shall shut down and generate an alarm upon receiving a freeze-stat status.
7. Smoke Detection:
   a. The unit shall shut down and generate an alarm upon receiving a smoke detector status.
8. Supply Fan:
   a. The fan shall run anytime the unit is commanded to run, unless shutdown on safeties.
9. Cooling Coil Valve (chilled water):
   a. The controller shall measure the zone temperature and modulate the cooling coil valve to maintain its cooling setpoint.
   b. The cooling shall be enabled whenever:
      1) Outside air temperature is greater than 60°F (adj.).
      2) AND the economizer (if present) is disabled or fully open.
      3) AND the zone temperature is above cooling setpoint.
      4) AND the supply fan status is on.
      5) AND the heating is not active.
   c. The cooling coil valve shall open whenever the freezestat (if present) is on.
10. Heating Coil Valve (heating water):
    a. The controller shall measure the zone temperature and modulate the heating coil valve to maintain its heating setpoint.
    b. The heating shall be enabled whenever:
       1) Outside air temperature is less than 65°F (adj.).
       2) AND the zone temperature is below heating setpoint.
       3) AND the supply fan status is on.
       4) AND the cooling is not active.
    c. The heating coil valve shall open whenever the freezestat (if present) is on.
11. Economizer:
    a. The controller shall measure the zone temperature and modulate the mixed air dampers in sequence to maintain the zone cooling setpoint. The outside air dampers shall maintain a minimum adjustable position set to the minimum OSA setting per the air handler schedule whenever occupied.
    b. The economizer shall be enabled whenever:
       1) Outside air temperature is less than 65°F (adj.).
       2) AND the outside air temperature is less than the return air temperature.
       3) AND the supply fan status is on.
       4) The economizer shall close whenever the freezestat (if present) is on.
    c. The economizer shall close whenever:

1) Mixed air temperature drops from 45°F to 40°F (adj.).
2) OR on loss of supply fan status.
3) OR the freezestat (if present) is on.

d. The outside air dampers shall close and the return air damper shall open when the unit is off. If Optimal Start Up is available the outside air damper shall modulate to fully closed.

12. Minimum Outside Air Ventilation - Carbon Dioxide (CO2) Control:
    a. When in the occupied mode, the controller shall measure the zone CO2 levels and open the outside air dampers on rising CO2 concentrations, overriding normal damper operation to maintain a CO2 setpoint of 750 ppm (adj.).
13. Dehumidification:
    a. The controller shall measure the zone air humidity and override the cooling sequence to maintain return air humidity at or below 60% RH (adj.). Dehumidification shall be enabled whenever the supply fan status is on.
14. Discharge Air Temperature:
    a. The controller shall monitor the discharge air temperature.
    b. Alarms shall be provided as follows:
        1) High Discharge Air Temp: If the discharge air temperature is greater than 120°F (adj.).
        2) Low Discharge Air Temp: If the discharge air temperature is less than 40°F (adj.).
15. Fan Status:
    a. The controller shall monitor the fan status.
16. Alarms shall be provided as follows:
    a. Fan Failure: Commanded on, but the status is off.
    b. Fan in Hand: Commanded off, but the status is on.
    c. Fan Runtime Exceeded: Fan status runtime exceeds a user definable limit (adj.).
17. Zone Carbon Dioxide (CO2) Concentration Monitoring:
    a. The controller shall measure the zone CO2 levels.
18. Alarms shall be provided as follows:
    a. High Zone Carbon Dioxide Concentration: If the zone CO2 concentration is greater than 1000ppm (adj.) when in the occupied mode.

B. ACU-1&2
1. Run Conditions - Scheduled:
    a. The unit shall run (wire to motor starter) according to a user definable time schedule in the following modes:
        1) Occupied Mode: The unit shall maintain
            (a) A 74°F (adj.) cooling setpoint
            (b) A 70°F (adj.) heating setpoint.
        2) Unoccupied Mode (night setback): The unit shall maintain
            (a) A 85°F (adj.) cooling setpoint.
            (b) A 55°F (adj.) heating setpoint.
2. Alarms shall be provided as follows:
    a. High Zone Temp: If the zone temperature is greater than the cooling setpoint by a user definable amount (adj.).
    b. Low Zone Temp: If the zone temperature is less than the heating setpoint by a user definable amount (adj.).
3. Zone Setpoint Adjust:
    a. The occupant shall be able to adjust the zone temperature heating and cooling setpoints at the zone sensor.

4. Zone Optimal Start:
    a. The unit shall use an optimal start algorithm for morning start-up. This algorithm shall minimize the unoccupied warm-up or cool-down period while still achieving comfort conditions by the start of scheduled occupied period.
5. Zone Unoccupied Override:
    a. A timed local override control shall allow an occupant to override the schedule and place the unit into an occupied mode for an adjustable period of time. At the expiration of this time, control of the unit shall automatically return to the schedule.
6. Smoke Detection:
    a. The unit shall shut down and generate an alarm upon receiving a smoke detector status.
7. Supply Fan:
    a. The fan shall run anytime the unit is commanded to run, unless shutdown on safeties.
8. Cooling Stage (DX):
    a. The controller shall measure the zone temperature and stage the cooling to maintain its cooling setpoint. To prevent short cycling, the stage shall have a user definable (adj.) minimum runtime.
    b. The cooling shall be enabled whenever:
        1) The economizer (if present) is disabled or fully open.
        2) AND the zone temperature is above cooling setpoint.
        3) AND the supply fan status is on.
        4) AND the heating is not active.
9. Heating Coil (electric duct coil):
    a. The controller shall measure the zone temperature and modulate the heating coil to maintain its heating setpoint.
    b. The heating shall be enabled whenever:
        1) The zone temperature is below heating setpoint.
        2) AND the supply fan status is on.
        3) AND the cooling is not active.
10. Economizer:
    a. The controller shall measure the zone temperature and modulate the mixed air dampers in sequence to maintain the zone cooling setpoint. The outside air dampers shall maintain a minimum adjustable position set to the minimum OSA setting per the air handler schedule whenever occupied.
    b. The economizer shall be enabled whenever:
        1) Outside air temperature is less than 65°F (adj.).
        2) AND the outside air temperature is less than the return air temperature.
        3) AND the supply fan status is on.
    c. The economizer shall close whenever:
        1) Mixed air temperature drops from 45°F to 40°F (adj.).
        2) OR on loss of supply fan status.
    d. The outside air dampers shall close and the return air damper shall open when the unit is off. If Optimal Start Up is available the outside air damper shall modulate to fully closed.
11. Minimum Outside Air Ventilation - Carbon Dioxide (CO2) Control:
    a. When in the occupied mode, the controller shall measure the zone CO2 levels and open the outside air dampers on rising CO2 concentrations, overriding normal damper operation to maintain a CO2 setpoint of 750 ppm (adj.).
12. Dehumidification:

a. The controller shall measure the zone air humidity and override the cooling sequence to maintain return air humidity at or below 60% RH (adj.). Dehumidification shall be enabled whenever the supply fan status is on.

13. Discharge Air Temperature:
    a. The controller shall monitor the discharge air temperature.
    b. Alarms shall be provided as follows:
        1) High Discharge Air Temp: If the discharge air temperature is greater than 120°F (adj.).
        2) Low Discharge Air Temp: If the discharge air temperature is less than 40°F (adj.).
14. Fan Status:
    a. The controller shall monitor the fan status.
15. Alarms shall be provided as follows:
    a. Fan Failure: Commanded on, but the status is off.
    b. Fan in Hand: Commanded off, but the status is on.
    c. Fan Runtime Exceeded: Fan status runtime exceeds a user definable limit (adj.).
16. Zone Carbon Dioxide (CO2) Concentration Monitoring:
    a. The controller shall measure the zone CO2 levels.
17. Alarms shall be provided as follows:
    a. High Zone Carbon Dioxide Concentration: If the zone CO2 concentration is greater than 1000ppm (adj.) when in the occupied mode.

END OF SECTION 23 09 00

SECTION 230913 - INSTRUMENTATION AND CONTROL DEVICES FOR HVAC

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Thermostats.

B. Control valves.

C. Automatic dampers.

D. Damper operators.

E. Miscellaneous accessories.

1.2 RELATED REQUIREMENTS

A. Section 23 05 19 - Meters and Gages for HVAC Piping: Thermometer sockets, gage taps.

B. Section 23 21 13 - Hydronic Piping: Installation of control valves, flow switches, temperature sensor sockets, gage taps.

C. Section 23 33 00 - Air Duct Accessories: Installation of automatic dampers.

D. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

1.3 REFERENCE STANDARDS

A. AMCA 500-D - Laboratory Methods for Testing Dampers for Rating; Air Movement and Control Association International, Inc..

B. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilation Systems; National Fire Protection Association.

1.4 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.5 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Correct defective Work within a five year period after Substantial Completion.

PART 2 - PRODUCTS

2.1 EQUIPMENT - GENERAL

A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

2.2 CONTROL VALVES

2.3 DAMPERS

A. Performance: Test in accordance with AMCA 500-D.

B. Frames: Galvanized steel, welded or riveted with corner reinforcement, minimum 12 gage.

C. Blade Seals: Neoprene mechanically attached, field replaceable.

D. Jamb Seals: Spring stainless steel.

E. Shaft Bearings: Lubricant free, stainless steel, single row, ground, flanged, radial, antifriction type with extended inner race.

2.4 DAMPER OPERATORS

A. General: Provide smooth proportional control with sufficient power for air velocities 20 percent greater than maximum design velocity and to provide tight seal against maximum system pressures. Provide spring return for two position control and for fail safe operation.

2.5 INPUT/OUTPUT SENSORS

A. Equipment Operation Sensors:
   1. Status Inputs for Fans: Differential pressure switch with adjustable range of 0 to 5 inches wg.

B. Damper Position Indication: Potentiometer mounted in enclosure with adjustable crank arm assembly connected to damper to transmit 0 - 100 percent damper travel.

2.6 THERMOSTATS

A. Outdoor Reset Thermostat:
   1. Remote bulb or bimetal rod and tube type, proportioning action with adjustable throttling range, adjustable setpoint.

B. Airstream Thermostats:
   1. Remote bulb or bimetallic rod and tube type, proportional action with adjustable setpoint in middle of range and adjustable throttling range.

C. Electric Low Limit Duct Thermostat:
   1. Snap acting, single pole, single throw, manual reset switch that trips if temperature sensed across any 12 inches of bulb length is equal to or below setpoint,

D. Electric High Limit Duct Thermostat:
   1. Snap acting, single pole, single throw, manual reset switch that trips if temperature sensed across any 12 inches of bulb length is equal to or above setpoint,

E. Fire Thermostats:
   1. UL labeled, factory set in accordance with NFPA 90A.

2.7 TRANSMITTERS

A. Temperature Transmitters:
   1. One pipe, directly proportional output signal to measured variable, linearity within plus or minus 1/2 percent of range for 200 degree F span and plus or minus 1 percent for 50 degree F span, with 50 degrees F temperature range, compensated bulb, averaging capillary, or rod and tube operation on 20 psig input pressure and 3 to 15 psig output.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that systems are ready to receive work.

C. Sequence work to ensure installation of components is complementary to installation of similar components in other systems.

D. Coordinate installation of system components with installation of mechanical systems equipment such as air handling units and air terminal units.

E. Ensure installation of components is complementary to installation of similar components.

F. Coordinate installation of system components with installation of mechanical systems equipment such as air handling units and air terminal units.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Provide conduit and electrical wiring in accordance with Section 26 05 33. Electrical material and installation shall be in accordance with appropriate requirements of Division 26.

END OF SECTION 23 09 13

SECTION 232113 - HYDRONIC PIPING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Hydronic system requirements.

B. Chilled water piping, above grade.

C. Pipe and pipe fittings for:
   1. Heating water piping system.
   2. Chilled water piping system.
   3. Equipment drains and overflows.

D. Pipe hangers and supports.

E. Unions, flanges, mechanical couplings, and dielectric connections.

F. Valves:
   1. Ball valves.
   2. Plug valves.
   3. Butterfly valves.
   4. Check valves.

G. Flow controls.

1.2 RELATED REQUIREMENTS

A. Section 23 05 16 - Expansion Fittings and Loops for HVAC Piping.

B. Section 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment.

C. Section 23 05 53 - Identification for HVAC Piping and Equipment.

D. Section 23 07 19 - HVAC Piping Insulation.

E. Section 23 21 14 - Hydronic Specialties.

1.3 REFERENCE STANDARDS

A. ASME (BPV IX) - Boiler and Pressure Vessel Code, Section IX - Welding and Brazing Qualifications; The American Society of Mechanical Engineers.

B. ASME B16.3 - Malleable Iron Threaded Fittings; The American Society of Mechanical Engineers.

C. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers (ANSI B16.18).

D. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.

E. ASME B31.5 - Refrigeration Piping and Heat Transfer Components.

F. ASME B31.9 - Building Services Piping (ANSI/ASME B31.9).

G. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

H. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.

I. ASTM B32 - Standard Specification for Solder Metal.

J. ASTM B88 - Standard Specification for Seamless Copper Water Tube.

K. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric).

L. MSS SP-58 - Pipe Hangers and Supports - Materials, Design and Manufacture, Selection, Application, and Installation; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc..

1.4 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

PART 2 - PRODUCTS

2.1 HYDRONIC SYSTEM REQUIREMENTS

A. Comply with ASME B31.9 and applicable federal, state, and local regulations.

B. Piping: Provide piping, fittings, hangers and supports as required, as indicated, and as follows:
   1. Where more than one piping system material is specified, provide joining fittings that are compatible with piping materials and ensure that the integrity of the system is not jeopardized.
   2. Use non-conducting dielectric connections whenever jointing dissimilar metals.
   3. Grooved mechanical joints are not permitted in any location.
      a. Use rigid joints unless otherwise indicated.
   4. Provide pipe hangers and supports in accordance with ASME B31.9 or MSS SP-58 unless indicated otherwise.

C. Pipe-to-Valve and Pipe-to-Equipment Connections: Use flanges or unions to allow disconnection of components for servicing; do not use direct welded, soldered, or threaded connections.

D. Valves: Provide valves where indicated:
   1. Provide drain valves where indicated, and if not indicated provide at least at main shut-off, low points of piping, bases of vertical risers, and at equipment. Use 3/4 inch ball valves with cap; pipe to nearest floor drain.
   2. Isolate equipment using butterfly valves with lug end flanges or grooved mechanical couplings.
   3. For throttling and isolation service in chilled and condenser water systems, use only butterfly valves.
   4. For shut-off and to isolate parts of systems or vertical risers, use ball or butterfly valves.
   5. For throttling service, use plug cocks. Use non-lubricated plug cocks only when shut-off or isolating valves are also provided.

E. Welding Materials and Procedures: Conform to ASME (BPV IX).

2.2 CHILLED WATER PIPING, ABOVE GRADE

A. Steel Pipe: ASTM A53/A53M, Schedule 40, black; using one of the following joint types:
   1. Welded Joints: ASTM A234/A234M, wrought steel welding type fittings; AWS D1.1 welded.
   2. Threaded Joints: ASME B16.3, malleable iron fittings.

2.3 EQUIPMENT DRAINS AND OVERFLOWS

A. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), drawn; using one of the following joint types:
   1. Solder Joints: ASME B16.18 cast brass/bronze or ASME B16.22 solder wrought copper fittings; ASTM B32 lead-free solder, HB alloy (95-5 tin-antimony) or tin and silver.

2.4 PIPE HANGERS AND SUPPORTS

A. Provide hangers and supports that comply with MSS SP-58.
   1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.

B. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch: Malleable iron, adjustable swivel, split ring.

C. Hangers for Cold Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.

D. Hangers for Hot Pipe Sizes 2 to 4 Inches: Carbon steel, adjustable, clevis.

E. Hangers for Hot Pipe Sizes 6 Inches and Over: Adjustable steel yoke, cast iron roll, double hanger.

F. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.

G. Multiple or Trapeze Hangers for Hot Pipe Sizes 6 Inches and Over: Steel channels with welded spacers and hanger rods, cast iron roll.

H. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.

I. Wall Support for Pipe Sizes 4 Inches and Over: Welded steel bracket and wrought steel clamp.

J. Wall Support for Hot Pipe Sizes 6 Inches and Over: Welded steel bracket and wrought steel clamp with adjustable steel yoke and cast iron roll.

K. Vertical Support: Steel riser clamp.

L. Hanger Rods: Mild steel threaded both ends, threaded one end, or continuous threaded.

M. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.

N. In grooved installations, use rigid couplings with offsetting angle-pattern bolt pads or with wedge shaped grooves in header piping to permit support and hanging in accordance with ASME B31.9.

2.5 UNIONS, FLANGES, MECHANICAL COUPLINGS, AND DIELECTRIC CONNECTIONS

A. Unions for Pipe 2 Inches and Under:

B. Flanges for Pipe Over 2 Inches:

2.6 BALL VALVES

A. Manufacturers:
   1. Tyco Flow Control: www.tycoflowcontrol.com.
   2. Conbraco Industries: www.conbraco.com.
   3. Nibco, Inc: www.nibco.com.
   4. Milwaukee Valve Company: www.milwaukeevalve.com.

5. Victaulic Company: www.victaulic.com.
6. Substitutions: See Section 01 60 00 - Product Requirements.

B. Up To and Including 2 Inches:
1. Bronze one piece body, chrome plated brass ball, teflon seats and stuffing box ring, lever handle with balancing stops, solder ends with union.

2.7 BUTTERFLY VALVES

A. Manufacturers:
1. Tyco Flow Control: www.tycoflowcontrol.com.
2. Hammond Valve: www.hammondvalve.com.
3. Crane Co.: www.cranevalve.com.
4. Milwaukee Valve Company: www.milwaukeevalve.com.
5. Victaulic Company: www.victaulic.com.
6. Substitutions: See Section 01 60 00 - Product Requirements.

B. Body: Cast or ductile iron with resilient replaceable EPDM seat, wafer or lug ends, extended neck.

C. Operator: 10 position lever handle.

2.8 SPRING LOADED CHECK VALVES

A. Manufacturers:
1. Tyco Flow Control: www.tycoflowcontrol.com.
2. Hammond Valve: www.hammondvalve.com.
3. Crane Co.: www.cranevalve.com.
4. Milwaukee Valve Company: www.milwaukeevalve.com.
5. Victaulic Company: www.victaulic.com.
6. Substitutions: See Section 01 60 00 - Product Requirements.

B. Iron body, bronze trim, split plate, hinged with stainless steel spring, resilient seal bonded to body, wafer or threaded lug ends.

2.9 FLOW CONTROLS

A. Manufacturers:
1. Tyco Flow Control: www.tycoflowcontrol.com.
2. ITT Bell & Gossett: www.bellgossett.com.
3. Griswold Controls: www.griswoldcontrols.com.
4. Taco, Inc: www.taco-hvac.com.
5. Substitutions: See Section 01 60 00 - Product Requirements.

B. Construction: Class 125, Brass or bronze body with union on inlet and outlet, temperature and pressure test plug on inlet and outlet, blowdown/backflush drain.

C. Calibration: Control flow within 5 percent of selected rating, over operating pressure range of 10 times minimum pressure required for control, maximum minimum pressure 3.5 psi psi.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install heating water, glycol, chilled water, condenser water, and engine exhaust piping to ASME B31.9 requirements. Install chilled water piping to ASME B31.5 requirements.

C. Route piping in orderly manner, parallel to building structure, and maintain gradient.

D. Install piping to conserve building space and to avoid interfere with use of space.

E. Group piping whenever practical at common elevations.

F. Slope piping and arrange to drain at low points.

G. Pipe Hangers and Supports:
   1. Install in accordance with ASME B31.9.
   2. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
   3. Place hangers within 12 inches of each horizontal elbow.
   4. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
   5. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
   6. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.

END OF SECTION 23 21 13

SECTION 232114 - HYDRONIC SPECIALTIES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Air vents.

B. Strainers.

C. Combination flow controls.

D. Flow meters.

1.2 RELATED REQUIREMENTS

A. Section 23 21 13 - Hydronic Piping.

1.3 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.

B. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

C. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

PART 2 - PRODUCTS

2.1 AIR VENTS

A. Manufacturers:
1. Armstrong International, Inc: www.armstronginternational.com.
2. ITT Bell & Gossett: www.bellgossett.com.
3. Taco, Inc: www.taco-hvac.com.
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Float Type:
1. Brass or semi-steel body, copper, polypropylene, or solid non-metallic float, stainless steel valve and valve seat; suitable for system operating temperature and pressure; with isolating valve.

2.2 STRAINERS

A. Manufacturers:
1. Armstrong International, Inc: www.armstronginternational.com.
2. Green Country Filtration: greencountryfiltration.com.
3. WEAMCO: www.weamco.com.
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Size 2 inch and Under:
1. Screwed brass or iron body for 175 psi working pressure, Y pattern with 1/32 inch stainless steel perforated screen.

C. Size 2-1/2 inch to 4 inch:

1. Flanged iron body for 175 psi working pressure, Y pattern with 3/64 inch stainless steel perforated screen.

2.3 COMBINATION FLOW CONTROLS

A. Manufacturers:
   1. Armstrong International: www.armstronginternational.com
   2. Amtrol Inc: www.amtrol.com.
   3. ITT Bell & Gossett: www.bellgossett.com.
   4. Taco Inc: www.taco-hvac.com.
   5. Tyco Flow Control: www.tycoflowcontrol.com.
   6. Cla-Val Co: www.cla-val.com.
   7. Substitutions: See Section 01 60 00 - Product Requirements.

B. Construction: Brass or bronze body with union on inlet and outlet, temperature and pressure test plug on inlet and outlet with blowdown/backflush drain.

C. Calibration: Control flow within 5 percent of selected rating, over operating pressure range of 10 times minimum pressure required for control, maximum minimum pressure 3.5 psi.

D. Control Mechanism: Stainless steel or nickel plated brass piston or regulator cup, operating against stainless steel helical or wave formed spring.

E. Accessories: In-line strainer on inlet and ball valve on outlet.

2.4 FLOW METERS

A. Manufacturers:
   1. Dwyer Instruments, Inc: www.dwyer-inst.com.
   2. EMCO Flow Systems: www.emcoflow.com.
   3. Substitutions: See Section 01 60 00 - Product Requirements.

B. Orifice principle by-pass circuit with direct reading gage, soldered or flanged piping connections for 125 psi working pressure, with shut off valves, and drain and vent connections.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install specialties in accordance with manufacturer's instructions.

B. For automatic air vents in ceiling spaces or other concealed locations, provide vent tubing to nearest drain.

END OF SECTION 23 21 14

SECTION 232300 - REFRIGERANT PIPING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Piping.

B. Refrigerant.

C. Moisture and liquid indicators.

D. Valves.

E. Strainers.

F. Filter-driers.

1.2 RELATED REQUIREMENTS

A. Section 09 90 00 - Painting and Coating.

B. Section 23 07 19 - HVAC Piping Insulation.

1.3 REFERENCE STANDARDS

A. AHRI 710 - Performance Rating of Liquid-Line Driers; Air-Conditioning, Heating, and Refrigeration Institute.

B. ASHRAE Std 15 - Safety Standard for Refrigeration Systems; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ANSI/ASHRAE Std 15).

C. ASME (BPV IX) - Boiler and Pressure Vessel Code, Section IX - Welding and Brazing Qualifications; The American Society of Mechanical Engineers.

D. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers.

E. ASME B31.5 - Refrigeration Piping and Heat Transfer Components; The American Society of Mechanical Engineers.

F. ASME B31.9 - Building Services Piping; The American Society of Mechanical Engineers (ANSI/ASME B31.9).

G. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

H. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.

I. AWS A5.8/A5.8M - Specification for Filler Metals for Brazing and Braze Welding; American Welding Society.

J. MSS SP-58 - Pipe Hangers and Supports - Materials, Design and Manufacture, Selection, Application, and Installation; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc..

1.4 SYSTEM DESCRIPTION

A. Where more than one piping system material is specified ensure system components are compatible and joined to ensure the integrity of the system is not jeopardized. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

B. Provide pipe hangers and supports in accordance with ASME B31.5 unless indicated otherwise.

C. Liquid Indicators:
   1. Use line size liquid indicators in main liquid line leaving condenser.

D. Filter-Driers:
   1. Use a filter-drier immediately ahead of liquid-line controls, such as thermostatic expansion valves, solenoid valves, and moisture indicators.

1.5 REGULATORY REQUIREMENTS

A. Conform to ASME B31.9 for installation of piping system.

B. Welding Materials and Procedures: Conform to ASME (BPV IX) and applicable state labor regulations.

C. Products Requiring Electrical Connection: Listed and classified by UL, as suitable for the purpose indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store piping and specialties in shipping containers with labeling in place.

B. Protect piping and specialties from entry of contaminating material by leaving end caps and plugs in place until installation.

C. Dehydrate and charge components such as piping and receivers, seal prior to shipment, until connected into system.

PART 2 - PRODUCTS

2.1 PIPING

A. Copper Tube: ASTM B280, H58 hard drawn or O60 soft annealed.
   1. Fittings: ASME B16.22 wrought copper.
   2. Joints: Braze, AWS A5.8 BCuP silver/phosphorus/copper alloy.

B. Pipe Supports and Anchors:
   1. Provide hangers and supports that comply with MSS SP-58.
      a. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
   2. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
   3. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
   4. Vertical Support: Steel riser clamp.
   5. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
   6. Hanger Rods: Mild steel threaded both ends, threaded one end, or continuous threaded.
   7. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.

8. Rooftop Supports for Low-Slope Roofs: Steel pedestals with bases that rest on top of roofing membrane, not requiring any attachment to the roof structure and not penetrating the roofing assembly, with support fixtures as specified; and as follows:
   a. Bases: High density polypropylene.
   b. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
   c. Steel Components: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.
   d. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports; corrosion resistant material.
   e. Height: Provide minimum clearance of 6 inches under pipe to top of roofing.

2.2 MOISTURE AND LIQUID INDICATORS

A. Indicators: Single port type, UL listed, with copper or brass body, flared or solder ends, sight glass, color coded paper moisture indicator and plastic cap; for maximum temperature of 250 degrees F and maximum working pressure of 500 psi.

2.3 FILTER-DRIERS

A. Cores: Molded or loose-fill molecular sieve desiccant compatible with refrigerant, activated alumina, activated charcoal, and filtration to 40 microns, with secondary filtration to 20 microns; of construction that will not pass into refrigerant lines.

B. Construction: UL listed.
   1. Connections: As specified for applicable pipe type.

PART 3 - EXECUTION

3.1 PREPARATION

A. Ream pipe and tube ends. Remove burrs.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare piping connections to equipment with flanges or unions.

3.2 INSTALLATION

A. Install refrigeration specialties in accordance with manufacturer's instructions.

B. Route piping in orderly manner, with plumbing parallel to building structure, and maintain gradient.

C. Install piping to conserve building space and avoid interference with use of space.

D. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

E. Inserts:
   1. Provide inserts for placement in concrete formwork.
   2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
   3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
   4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.

5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut above slab.

F. Pipe Hangers and Supports:
   1. Install in accordance with ASME B31.5.
   2. Support horizontal piping as scheduled.
   3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
   4. Place hangers within 12 inches of each horizontal elbow.
   5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
   6. Provide copper plated hangers and supports for copper piping.

G. Arrange piping to return oil to compressor. Provide traps and loops in piping, and provide double risers as required. Slope horizontal piping 0.40 percent in direction of flow.

H. Follow ASHRAE Std 15 procedures for charging and purging of systems and for disposal of refrigerant.

3.3 FIELD QUALITY CONTROL

A. Test refrigeration system in accordance with ASME B31.5.

B. Pressure test system with dry nitrogen to 200 psi. Perform final tests at 27 inches vacuum and 200 psi using electronic leak detector. Test to no leakage.

END OF SECTION 23 23 00

SECTION 233100 - HVAC DUCTS AND CASINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Metal ductwork.

1.2 RELATED REQUIREMENTS

A. Section 23 07 13 - Duct Insulation: External insulation and duct liner.

B. Section 23 33 00 - Air Duct Accessories.

C. Section 23 05 93 - Testing, Adjusting, and Balancing for HVAC.

1.3 REFERENCE STANDARDS

A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.

B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

D. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association.

E. SMACNA (DCS) - HVAC Duct Construction Standards - Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association.

1.4 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data for duct materials, duct liner, and duct connections.

1.5 REGULATORY REQUIREMENTS

A. Construct ductwork to NFPA 90A standards.

1.6 FIELD CONDITIONS

A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.

B. Maintain temperatures within acceptable range during and after installation of duct sealants.

PART 2 - PRODUCTS

2.1 DUCT ASSEMBLIES

A. All Ducts: Galvanized steel, unless otherwise indicated.

B. Low Pressure Supply (Heating Systems): 2 inch w.g. pressure class, class A seals, galvanized steel.

C. Low Pressure Supply (System with Cooling Coils): 2 inch w.g. pressure class, class A seals, galvanized steel.

D. General Exhaust: 1/2 inch w.g. pressure class, galvanized steel.

E. Outside Air Intake: 1/2 inch w.g. pressure class, galvanized steel.

2.2 MATERIALS

A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.

B. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
   1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
   2. Surface Burning Characteristics: Flame spread of zero, smoke developed of zero, when tested in accordance with ASTM E84.
   3. Products:
      a. Carlisle HVAC Products; Hardcast Sure-Grip 404 Solvent Based Fiber Free Duct Sealant: www.carlislehvac.com.
      b. Substitutions: See Section 01 60 00 - Product Requirements.

C. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.

2.3 DUCTWORK FABRICATION

A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.

B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.

C. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes of perforated metal with glass fiber insulation.

D. Provide turning vanes of perforated metal with glass fiber insulation when acoustical lining is indicated.

E. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.

2.4 MANUFACTURED DUCTWORK AND FITTINGS

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install, support, and seal ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.

B. Install in accordance with manufacturer's instructions.

C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.

D. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

E. Use double nuts and lock washers on threaded rod supports.

END OF SECTION 23 31 00

SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Backdraft dampers - metal.

B. Duct test holes.

C. Flexible duct connections.

1.2 RELATED REQUIREMENTS

A. Section 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment.

B. Section 23 31 00 - HVAC Ducts and Casings.

1.3 REFERENCE STANDARDS

A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association.

B. SMACNA (DCS) - HVAC Duct Construction Standards - Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association.

1.4 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect dampers from damage to operating linkages and blades.

PART 2 - PRODUCTS

2.1 BACKDRAFT DAMPERS - METAL

A. Manufacturers:
   1. Louvers & Dampers, Inc: www.louvers-dampers.com.
   2. Nailor Industries Inc: www.nailor.com.
   3. Ruskin Company: www.ruskin.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Gravity Backdraft Dampers, Size 18 x 18 inches or Smaller, Furnished with Air Moving Equipment: Air moving equipment manufacturer's standard construction.

C. Multi-Blade, Parallel Action Gravity Balanced Backdraft Dampers: Extruded aluminum, with blades of maximum 4 inch width, with felt or flexible vinyl sealed edges, linked together in rattle-free manner with 90 degree stop, steel ball bearings, and plated steel pivot pin; adjustment device to permit setting for varying differential static pressure.

2.2 DUCT TEST HOLES

A. Temporary Test Holes: Cut or drill in ducts as required. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.

2.3 FLEXIBLE DUCT CONNECTIONS

A. Manufacturers:
   1. Carlisle HVAC Products; Dynair Connector Plus G90 Steel Offset Seam Neoprene Fabric: www.carlislehvac.com.

2. Elgen Manufacturing: www.elgenmfg.com.
3. Substitutions: See Section 01 60 00 - Product Requirements.

B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.

C. Flexible Duct Connections: Fabric crimped into metal edging strip.
1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric to NFPA 90A, minimum density 30 oz per sq yd.

PART 3 - EXECUTION

3.1 PREPARATION

A. Verify that electric power is available and of the correct characteristics.

3.2 INSTALLATION

A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible. Refer to Section 23 31 00 for duct construction and pressure class.

B. Provide backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.

C. Provide duct test holes where indicated and required for testing and balancing purposes.

D. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.

E. At equipment supported by vibration isolators, provide flexible duct connections immediately adjacent to the equipment or as indicated on drawings.

END OF SECTION 23 33 00

SECTION 233423 - HVAC POWER VENTILATORS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Roof exhausters.

1.2 RELATED REQUIREMENTS

A. Section 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment.

B. Section 23 33 00 - Air Duct Accessories: Backdraft dampers.

1.3 REFERENCE STANDARDS

A. AMCA 99 - Standards Handbook; Air Movement and Control Association International, Inc..

B. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating; Air Movement and Control Association International, Inc. (ANSI/AMCA 210, same as ANSI/ASHRAE 51).

C. AMCA (DIR) - [Directory of] Products Licensed Under AMCA International Certified Ratings Program; Air Movement and Control Association International, Inc..

D. AMCA 300 - Reverberant Room Method for Sound Testing of Fans; Air Movement and Control Association International, Inc..

E. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data; Air Movement and Control Association International, Inc..

1.4 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on fans and accessories including fan curves with specified operating point clearly plotted, power, RPM, sound power levels at rated capacity, and electrical characteristics and connection requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Greenheck: www.greenheck.com

B. Loren Cook Company: www.lorencook.com

C. Twin City: www.tcf.com

D. PennBarry: www.pennbarry.com

E. Substitutions: See Section 01 60 00 - Product Requirements.

2.2 POWER VENTILATORS - GENERAL

A. Performance Ratings: Determined in accordance with AMCA 210 and bearing the AMCA Certified Rating Seal.

B. Sound Ratings: AMCA 301, tested to AMCA 300, and bearing AMCA Certified Sound Rating Seal.

C. Fabrication: Conform to AMCA 99.

D. Electrical Components: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

2.3 ROOF EXHAUSTERS

A. Roof Curb: 12 inch high self-flashing of galvanized steel with continuously welded seams, built-in cant strips and factory installed nailer strip.

B. Backdraft Damper: Gravity actuated, aluminum multiple blade construction, felt edged with offset hinge pin, nylon bearings, blades linked, and line voltage motor drive, power open, spring return.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Secure roof exhausters with stainless steel lag screws to roof curb.

C. Extend ducts to roof exhausters into roof curb. Counterflash duct to roof opening.

END OF SECTION 23 34 23

SECTION 234000 - HVAC AIR CLEANING DEVICES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Disposable, extended area panel filters.

1.2 RELATED REQUIREMENTS

A. Section 01 50 00 - Temporary Facilities and Controls: Filters for temporary heating and ventilating.

1.3 REFERENCE STANDARDS

A. AHRI 850 - Performance Rating of Commercial and Industrial Air Filter Equipment; Air-Conditioning, Heating, and Refrigeration Institute.

B. ASHRAE Std 52.1 - Gravimetric and Dust-Spot Procedures for Testing Air Cleaning Devices Used in General Ventilation for Removing Particulate Matter; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc..

C. ASHRAE Std 52.2 - Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc..

D. UL 900 - Standard for Air Filter Units; Underwriters Laboratories Inc..

1.4 PERFORMANCE REQUIREMENTS

A. Conform to AHRI 850 Section 7.4.

PART 2 - PRODUCTS

2.1 FILTER MANUFACTURERS

A. American Filtration Inc: www.americanfiltration.com.

B. AAF International/American Air Filter: www.aafintl.com.

C. Camfil Farr Company: www.camfilfarr.com.

D. Substitutions: See Section 01 60 00 - Product Requirements.

2.2 DISPOSABLE, EXTENDED AREA PANEL FILTERS

A. Media: UL 900 Class 1, pleated, lofted, non-woven, reinforced cotton fabric; supported and bonded to welded wire grid by corrugated aluminum separators.
   1. Nominal thickness: 2 inches.

B. Minimum Efficiency Reporting Value (MERV): 8, when tested in accordance with ASHRAE 52.2.

C. Rating, per ASHRAE Std 52.1:
   1. Initial resistance at 500 FPM face velocity: 0.20 inch WG.
   2. Recommended final resistance: 0.9 inch WG.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install air cleaning devices in accordance with manufacturer's instructions.

B. Prevent passage of unfiltered air around filters with felt, rubber, or neoprene gaskets.

C. Do not operate fan system until filters (temporary or permanent) are in place. Replace temporary filters used during construction and testing, with clean set.

END OF SECTION 23 40 00

SECTION 236213 - PACKAGED AIR-COOLED REFRIGERANT COMPRESSOR AND CONDENSER UNITS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Condensing unit package.

B. Charge of refrigerant and oil.

C. Controls and control connections.

D. Refrigerant piping connections.

E. Motor starters.

1.2 RELATED REQUIREMENTS

A. Section 23 05 13 - Common Motor Requirements for HVAC Equipment.

B. Section 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment: Placement of vibration isolators.

C. Section 23 23 00 - Refrigerant Piping.

D. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

1.3 REFERENCE STANDARDS

A. AHRI 210/240 - Standard for Performance Rating of Unitary Air Conditioning and Air-Source Heat Pump Equipment; Air-Conditioning, Heating, and Refrigeration Institute.

B. ASHRAE Std 23 - Methods of Testing for Rating Positive Displacement Refrigerant Compressors and Condensing Units; American Society of heating, Refrigerating and Air-Conditioning Engineers, Inc..

C. ASHRAE Std 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ANSI/ASHRAE/IESNA Std 90.1).

1.4 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide rated capacities, weights specialties and accessories, electrical nameplate data, and wiring diagrams. Include equipment served by condensing units in submittal, or submit at same time, to ensure capacities are complementary.

C. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturer's installation instructions for rigging, unloading, and transporting units.

1.6 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Provide a five year warranty to include coverage for condensing unit parts, labor and refrigerant compressors.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Carrier Corporation: www.carrier.com.

B. Trane Inc: www.trane.com.

C. York International Corporation / Johnson Controls: www.york.com.

D. McQuay International www.daikinmcquay.com

E. Magic Aire: www.magicaire.com

F. Temtrol: www.temtrol.com

G. Substitutions: See Section 01 60 00 - Product Requirements.

2.2 MANUFACTURED UNITS

A. Units: Self-contained, packaged, factory assembled and pre-wired units suitable for outdoor use consisting of cabinet, compressors, condensing coil and fans, integral sub-cooling coil, controls, liquid receiver, wind deflector, and screens.

B. Construction and Ratings: In accordance with AHRI 210/240. Test in accordance with ASHRAE Std 23.

C. Performance Ratings: Energy Efficiency Rating (EER) not less than prescribed by ASHRAE Std 90.1.

2.3 CASING

A. House components in welded steel frame with steel panels with weather resistant, baked enamel finish.

B. Mount starters, disconnects, and controls in weatherproof panel provided with full opening access doors. Provide mechanical interlock to disconnect power when door is opened.

C. Provide removable access doors or panels with quick fasteners.

2.4 CONDENSER COILS

A. Coils: Aluminum fins mechanically bonded to seamless copper tubing. Provide sub-cooling circuits. Air test under water to 425 psig, and vacuum dehydrate. Seal with holding charge of nitrogen.

B. Coil Guard: Expanded metal.

2.5 FANS AND MOTORS

A. Vertical discharge direct driven propeller type condenser fans with fan guard on discharge. Equip with roller or ball bearings with grease fittings extended to outside of casing.

B. Weatherproof motors suitable for outdoor use, single phase permanent split capacitor or 3 phase, with permanent lubricated ball bearings and built in current and thermal overload protection.

2.6 COMPRESSORS

A. Compressor: Hermetic scroll type.

B. Mounting: Statically and dynamically balance rotating parts and mount on rubber-in-shear vibration isolators. Internally isolate hermetic units on springs.

C. Lubrication System: Reversible, positive displacement oil pump with oil charging valve, oil level sight glass, and magnetic plug or strainer.

D. Motor: Constant speed 1800 rpm suction gas cooled with electronic sensor and winding over temperature protection, designed for across-the-line starting. Furnish with starter.

E. Capacity Reduction Equipment: Suction valve unloaders, with lifting mechanism operated by electrically actuated solenoid valve, with unloaded compressor start; controlled from suction pressure.

F. Sump Oil Heater: Evaporates refrigerant returning to sump during shut down. Energize heater thermostatically when compressor is not operating.

2.7 REFRIGERANT CIRCUIT

A. Provide each unit with two independent refrigerant circuits, factory supplied and piped. Refer to Section 23 23 00.

B. For each refrigerant circuit, provide:
1. Filter dryer.
2. Liquid line sight glass and moisture indicator.
3. Insulated suction line.
4. Suction and liquid line service valves and gage ports.

2.8 CONTROLS

A. Provide safety controls arranged so any one will shut down machine:
1. High discharge pressure switch (manual reset) for each compressor.
2. Low suction pressure switch (automatic reset) for each compressor.
3. Oil Pressure switch (manual reset).

B. Provide the following operating controls:
1. Five minute off timer prevents compressor from short cycling.
2. Low ambient temperature controls.

C. Provide controls to permit operation down to 0 degrees F ambient temperature.
1. Thermostat to cycle fan motors in response to outdoor ambient temperature.
2. Head pressure switch to cycle fan motors in response to refrigerant condensing pressure.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's installation instructions.

B. Complete structural, mechanical, and electrical connections in accordance with manufacturer's installation instructions.

C. Install units on vibration isolation. Refer to Section 23 05 48.

END OF SECTION 23 62 13

SECTION 237313 - MODULAR INDOOR CENTRAL-STATION AIR-HANDLING UNITS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Packaged air handling units.

1.2 RELATED REQUIREMENTS

A. Section 22 05 13 - Common Motor Requirements for Plumbing Equipment.

B. Section 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment.

C. Section 23 40 00 - HVAC Air Cleaning Devices.

D. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

1.3 REFERENCE STANDARDS

A. AMCA 99 - Standards Handbook; Air Movement and Control Association International, Inc..

B. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating; Air Movement and Control Association International, Inc. (ANSI/AMCA 210, same as ANSI/ASHRAE 51).

C. AMCA 300 - Reverberant Room Method for Sound Testing of Fans; Air Movement and Control Association International, Inc..

D. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data; Air Movement and Control Association International, Inc..

E. AHRI 410 - Standard for Forced-Circulation Air-Cooling and Air-Heating Coils; Air-Conditioning, Heating, and Refrigeration Institute.

F. AHRI 430 - Standard for Central-Station Air-Handling Units; Air-Conditioning, Heating, and Refrigeration Institute.

G. NFPA 70 - National Electrical Code; National Fire Protection Association.

H. UL (EAUED) - Electrical Appliance and Utilization Equipment Directory; Underwriters Laboratories Inc..

1.4 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data:
   1. Published Literature: Indicate dimensions, weights, capacities, ratings, gages and finishes of materials, and electrical characteristics and connection requirements.
   2. Filters: Data for filter media, filter performance data, filter assembly, and filter frames.
   3. Fans: Performance and fan curves with specified operating point clearly plotted, power, RPM.
   4. Sound Power Level Data: Fan outlet and casing radiation at rated capacity.
   5. Electrical Requirements: Power supply wiring including wiring diagrams for interlock and control wiring, clearly indicating factory-installed and field-installed wiring.

1.5 REGULATORY REQUIREMENTS

A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Accept products on site in factory-fabricated protective containers, with factory-installed shipping skids and lifting lugs. Inspect for damage.

B. Store in clean dry place and protect from weather and construction traffic. Handle carefully to avoid damage to components, enclosures, and finish.

C. Do not operate units until ductwork is clean, filters are in place, bearings lubricated, and fan has been test run under observation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Carrier Corporation: www.carrier.com

B. Trane Inc: www.trane.com

C. York International Corporation / Johnson Controls: www.york.com

D. Temtrol, Inc. www.temtrol.com

E. Mammoth/Webco: www.mammoth-inc.com

F. Governair: www.governair.com

G. Ventrol: www.ventrol.com

H. Substitutions: See Section 01 60 00 - Product Requirements.

2.2 GENERAL DESCRIPTION

A. Configuration: Fabricate with fan and coil section plus accessories, including:
   1. Cooling coil section.
   2. Heating coil.
   3. Filter section.

B. Fabrication: Conform to AMCA 99 and AHRI 430.

2.3 CASING

A. Construction: Fabricate on channel base of welded steel. Assemble sections with gaskets and bolts.
   1. Outside Casing:
      a. Galvanized Steel: 0.0516 inch.
      b. Finish: Manufacturers standard paint on exterior.
   2. Inside Casing:
      a. Galvanized Steel: Solid, 0.0276 inch thick.
   3. Floor Plate:
      a. Galvanized Steel: 0.138 inch thick.

B. Insulation: Neoprene coated, glass fiber, applied to internal surfaces with adhesive with exposed edges of insulation coated with adhesive.

1. "K" value at 75 degrees F: Maximum 0.26 Btuh/inch/sq ft/degrees F.
2. Density: 1 inch thick, 3 lbs/cu ft.

C. Inspection Doors: 10 x 10 inch of galvanized steel for flush mounting, with gasket, latch, and handle assembly and 1/4 inch thick acrylic sheet inspection window.

D. Drain Pans: Construct from single thickness stainless steel with welded corners. Cross break and pitch to drain connection. Provide drain pans under cooling coil section.

2.4 FANS

A. Type: Forward curved, double width, double inlet, centrifugal plug type fan. Refer to Section 23 34 16.

B. Performance Ratings: Determined in accordance with AMCA 210 and labeled with AMCA Certified Rating Seal.

C. Sound Ratings: AMCA 301; tested to AMCA 300 and label with AMCA Certified Sound Rating Seal.

D. Flexible Duct Connections: For separating fan and coil, and adjacent sections; refer to Section 23 33 00.

2.5 COILS

A. Casing: Provide access to both sides of coils. Enclose coils with headers and return bends fully contained within casing. Slide coils into casing through removable end panel with blank off sheets and sealing collars at connection penetrations.

B. Air Coils: Certify capacities, pressure drops, and selection procedures in accordance with AHRI 410. Refer to Section 23 82 16.

C. Water Heating Coils:
1. Headers: Cast iron, seamless copper tube, or prime coated steel pipe with brazed joints.
2. Configuration: Drainable, with threaded plugs for drain and vent; serpentine type with return bends on smaller sizes and return headers on larger sizes.

D. Water Cooling Coils:
1. Headers: Cast iron, seamless copper tube, or prime coated steel pipe with brazed joints.
2. Configuration: Drainable, with threaded plugs for drain and vent; threaded plugs in return bends and in headers opposite each tube.

E. Refrigerant Coils:
1. Headers: Seamless copper tubes with silver brazed joints.
2. Liquid Distributors: Brass or copper venturi distributor with seamless copper distributor tubes.
3. Configuration: Down feed with bottom suction.

F. Electric Coils:
1. Assembly: UL listed and labelled, with terminal control box and cover, splice box, coil, casing, and controls.
2. Coil: Enclosed copper tube, aluminum finned element.
3. Casing: Die formed channel frame of galvanized steel.
4. Controls: Automatic reset thermal cut-out, built-in magnetic contactors control circuit transformer and fuse, manual reset thermal cut-out, air flow proving device, and fused disconnect.

2.6 FILTERS

A. Flat: 2 inches deep disposable, extended area panel filters. Refer to Section 23 40 00.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Bolt sections together with gaskets.

C. Isolate fan section with flexible duct connections.

D. Install flexible duct connections as indicated on drawings. Ensure that metal bands of connectors are parallel with minimum one inch flex between ductwork and fan while running.

E. Install assembled unit on vibration isolators. Install isolated fans with resilient mountings and flexible electrical leads. Install restraining snubbers as indicated. Adjust snubbers to prevent tension in flexible connectors when fan is operating.

F. Make connections to coils with unions or flanges.

G. Hydronic Coils:
   1. Hydronic Coils: Connect water supply to leaving air side of coil (counterflow arrangement).
   2. Provide shut-off valve on supply line and lockshield balancing valve with memory stop on return line.
   3. Locate water supply at bottom of supply header and return water connection at top.
   4. Provide float operated automatic air vents at high points complete with stop valve.
   5. Ensure water coils are drainable and provide drain connection at low points.

H. Refrigerant Coils: Provide sight glass in liquid line within 12 inches of coil.

I. Electric Duct Coils: Wire in accordance with NFPA 70. Refer to Section 26 27 17.

END OF SECTION 23 73 13

SECTION 238127 - SMALL SPLIT-SYSTEM HEATING AND COOLING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Air cooled condensing units.

B. Indoor air handler (fan & coil) units for duct connection.

C. Controls.

1.2 RELATED REQUIREMENTS

A. Section 23 31 00 - HVAC Ducts and Casings.

B. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

1.3 REFERENCE STANDARDS

A. AHRI 210/240 - Standard for Performance Rating of Unitary Air Conditioning and Air-Source Heat Pump Equipment; Air-Conditioning, Heating, and Refrigeration Institute.

B. ASHRAE Std 15 - Safety Standard for Refrigeration Systems; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ANSI/ASHRAE Std 15).

C. ASHRAE Std 23 - Methods of Testing for Rating Positive Displacement Refrigerant Compressors and Condensing Units; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc..

D. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association.

E. NFPA 90B - Standard for the Installation of Warm Air Heating and Air Conditioning Systems; National Fire Protection Association.

1.4 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide rated capacities, weights, accessories, electrical nameplate data, and wiring diagrams.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Temtrol, LLC; www.temtrol.com

B. Magic Aire Corporation; www.magicaire.com

C. Carrier Corporation: www.carrier.com.

D. Trane Inc: www.trane.com.

E. York International Corporation / Johnson Controls: www.york.com.

F. Substitutions: See Section 01 60 00 - Product Requirements.

2.2 SYSTEM DESIGN

A. Split-System Heating and Cooling Units: Self-contained, packaged, matched factory-engineered and assembled, pre-wired indoor and outdoor units; UL listed.
   1. Heating: None.
   2. Cooling: Outdoor electric condensing unit with evaporator coil in central ducted indoor unit.
   3. Provide refrigerant lines internal to units and between indoor and outdoor units, factory cleaned, dried, pressurized and sealed, with insulated suction line.

B. Performance Requirements: See Schedule for additional requirements.

2.3 INDOOR UNITS FOR DUCTED SYSTEMS

A. Indoor Units: Self-contained, packaged, factory assembled, pre-wired unit consisting of cabinet, supply fan, heating and cooling element(s), controls, and accessories; wired for single power connection with control transformer.
   1. Air Flow Configuration: Upflow.
   2. Cabinet: Steel with baked enamel finish, easily removed and secured access doors with safety interlock switches, glass fiber insulation with reflective liner.

B. Supply Fan: Centrifugal type rubber mounted with direct or belt drive with adjustable variable pitch motor pulley.
   1. Motor: NEMA MG 1; 1750 rpm single speed, permanently lubricated, hinge mounted.

2.4 OUTDOOR UNITS

A. Outdoor Units: Self-contained, packaged, pre-wired unit consisting of cabinet, with compressor and condenser.
   1. Comply with AHRI 210.
   2. Refrigerant: R-410A.
   3. Construction and Ratings: In accordance with AHRI 210/240 with testing in accordance with ASHRAE Std 23 and UL listed.

B. Accessories: Filter drier, high pressure switch (manual reset), low pressure switch (automatic reset), service valves and gage ports, thermometer well (in liquid line).
   1. Provide thermostatic expansion valves.

C. Operating Controls:
   1. Low Ambient Kit: Provide refrigerant pressure switch to cycle condenser fan on when condenser refrigerant pressure is above 285 psig and off when pressure drops below 140 psig for operation to 0 degrees F.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that substrates are ready for installation of units and openings are as indicated on shop drawings.

B. Verify that proper power supply is available and in correct location.

C. Verify that proper fuel supply is available for connection.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions and requirements of local authorities having jurisdiction.

B. Install in accordance with NFPA 90A and NFPA 90B.

C. Install refrigeration systems in accordance with ASHRAE Std 15.

END OF SECTION 23 81 27

SECTION 238216 - AIR COILS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Electric coils.

1.2 RELATED REQUIREMENTS

A. Section 23 31 00 - HVAC Ducts and Casings: Installation of duct coils.

B. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

1.3 REFERENCE STANDARDS

A. AHRI 410 - Standard for Forced-Circulation Air-Cooling and Air-Heating Coils; Air-Conditioning, Heating, and Refrigeration Institute.

B. SMACNA (DCS) - HVAC Duct Construction Standards - Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association.

C. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.4 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide coil and frame configurations, dimensions, materials, rows, connections, and rough-in dimensions.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect coil fins from crushing and bending by leaving in shipping cases until installation, and by storing indoors.

B. Protect coils from entry of dirt and debris with pipe caps or plugs.

1.6 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

PART 2 - PRODUCTS

2.1 ELECTRIC COILS

A. Manufacturers:
   1. INDEECO (Industrial Engineering and Equipment Company): www.indeeco.com.
   2. Warren Technology: www.warrenhvac.com.
   3. Dell Corporation: www.dellheatrix.com
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Assembly: UL listed and labelled, with terminal control box and hinged cover, splice box, coil, casing, and controls.

C. Coil: Enclosed copper tube, aluminum finned element of coiled nickel-chrome resistance wire centered in tubes and embedded in refractory material.

D. Controls: Automatic reset thermal cut-out, built-in magnetic contactors, control circuit transformer and fuse, manual reset thermal cut-out, air flow proving device, fused disconnect, load fuses.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturers written instructions.

B. Install in ducts and casings in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
   1. Support coil sections independent of piping on steel channel or double angle frames and secure to casings.
   2. Provide airtight seal between coil and duct or casing.
   3. Refer to Section 23 31 00.

C. Electric Duct Coils: Wire in accordance with NFPA 70.

END OF SECTION 23 82 16

SECTION 260010 - BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Scope: Extent of electrical work covered by this Section specified in all other sections of Division 26, the drawings, schedules and by requirements of this Section.

B. Division 1: Refer to Division 1 sections for additional electrical requirements including:
   1. Summary of the Work.
   2. Project Meetings.
   3. Submittals.
   4. Schedules of Values.
   5. Temporary Facilities.
   6. Material and Equipment.
   7. Contract Closeout.

C. Refer to Division 15 sections for work furnished under Division 15 and installed, connected and tested under Division 26. Work includes, but is not limited to:
   1. Motors
   2. Float and Pressure Switches, alarms and control power stations
   3. Solenoid Valves, motorized valves and damper operators

1.2 QUALITY ASSURANCE

A. Materials, appliances and equipment provided shall meet the requirements of the Underwriters Laboratories, Inc. (UL), Electrical Testing Laboratories (ETL) and other standards organizations.

B. National Fire Protection Association (NFPA): All work provided under this Contract shall meet the requirements of NFPA 70, "National Electrical Code," latest edition.

C. Seismic Requirements: Provide equipment anchoring and support to resist shear and overturning moments.

D. Current Models:
   1. Manufactured items furnished shall be the current, cataloged product of the manufacturer.
   2. Replacement parts shall be available.
   3. There shall be a permanent service organization maintained or trained by the manufacturer to provide satisfactory service.

E. Experience: Manufactured items shall have been installed and used, without modification, renovation or repair, on other projects for not less than three years prior to the date of bid opening for this project.

1.3 SUBMITTALS

A. Submittal List: Items for which submittals are required are included in each section of Division 26.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Refer to Division 1 Sections for the requirements of material and products to be delivered to the project site.

B. Storage: Materials stored at the project site which becomes soiled with construction dirt, concrete or earthwork shall be washed, cleaned and dried or removed from the project site and replaced with new. Do not install soiled material.

C. Cleaning: Clean and wipe the interior of conduit, pullboxes and panelboard backboxes, soiled by masonry trades, before proceeding with wiring.

D. Do not install damaged, broken or marred material or products, replace with new.

1.5 LABELS AND NAMEPLATES

A. Division 1: Conform to paragraph, "Labels and Nameplates" for all work furnished under this Division.

B. Manufacturer's Nameplates: Nameplates on manufactured items shall be aluminum or type 304 stainless steel sheet, not less than 20 USG, riveted or bolted to the manufactured item, with nameplate data engraved or punched to form a non-erasable record of equipment data.

C. Approval: Submit a schedule of nameplates, abbreviations and equipment designations for approval.

1.6 MAINTENANCE AND OPERATING MANUALS

A. Division 1: Conform to the requirements of Division 1 Sections, "Contract Closeout," "Operating and Maintenance Manuals," paragraphs for all manuals and operating information required under Division 26.

B. Field Installed Schedules: Conform to the requirements of Division 1 Sections, "Contract Closeout," "Posted Operating Instructions" paragraphs for all diagrams, charts, schedules and operating information required for Division 26.

C. Instructions: Conform to the requirements of Division1 Sections, for all work furnished under Division 26. Examine each section of Division 26 for instruction, training and operating manual requirements.

1.7 SUBSTITUTIONS AND GENERAL REQUIREMENTS

A. Division 1: Conform to the requirements of Division 1 Sections for all proposed Substitutions.

1.8 SIZING

A. Capacity: Provide equipment and material of sizes, capacities, horsepowers, power ratings and dimensions indicated on the drawings, in the schedules and as specified.

B. Fit and Clearance: Equipment and material of greater or larger power, dimensions, capacity and ratings may be furnished provided such proposed equipment is approved in writing and feeders, circuit breakers, conduit, motors, bases and equipment spaces are increased by the Contractor at no additional cost.

1.9 COORDINATION

A. Coordinate electrical work with that of other trades so that:
   1. Interference between general construction, mechanical, electrical, structural and other specialty trades is avoided.
   2. Maintain clearances and advise other trades of clearance requirements for operation, repair, removal and testing of electrical equipment.

3. Indicate aisle ways and access ways required on coordinated shop drawings for mechanical equipment room.
4. All electrical materials and equipment shall be kept as close as possible to ceiling, walls and columns to occupy the minimum amount of space.
5. Furnish and install all offsets, fittings and similar items necessary to accomplish the requirements of coordination, without additional expense.

1.10 POSTED OPERATING INSTRUCTIONS

A. Furnish approved operating instructions for systems and equipment indicated in the technical sections for use by operation personnel. The operating instructions shall include wiring diagrams, control diagrams and control sequence for each principal system and equipment. Print or engrave operating instructions and frame under glass or in approved laminated plastic. Post instructions where directed. Attach or post operating instructions adjacent to each principal system and equipment including start-up, operating, shutdown, safety precautions and procedure in the event of equipment failure. Operating instructions shall not fade when exposed to sunlight and shall be secured to prevent easy removal.

1.11 MANUFACTURER'S RECOMMENDATIONS

A. Where installation procedures or any part thereof are required to be in accordance with manufacturers' recommendations, furnish printed copies of the recommendations prior to installation. Installation of the item shall not proceed until recommendations are received. Failure to furnish recommendations shall be cause for rejection of the equipment or material.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Firms regularly engaged in manufacture of electrical equipment and materials of the types and ratings required, whose products have been in satisfactory service for similar applications.

2.2 DIVISION 26 SECTIONS

A. Conform to the requirements of Division 26 sections for all products furnished under this Contract.

PART 3 - EXECUTION

3.1 PAINTING AND FINISHING

A. Division 9: Refer to Division 1 Sections, "Painting", for field painting requirements.

B. Damage and Touch-Up: Repair all marred or damaged factory painted finishes with materials and procedures to match original factory finish.

C. Identification: Provide schedules for stenciling and identification markings. Submit stenciling and identification markings for approval.

3.2 CERTIFICATION

A. General: Provide Certification that the installation meets NFPA 70 and manufacturer's recommendations as indicated in the respective sections.

3.3 CUTTING AND PATCHING

A. Cutting: Provide cutting, channeling, chasing and drilling of floors, walls, partitions, ceilings and other surfaces necessary for installation of electrical work. All cutting shall be performed by skilled mechanics of the trades involved.

B. Patching: Repair cut surfaces to match adjacent surfaces.

3.4 CLOSING OF OPENINGS

A. Firestopping: Unused slots, sleeves and other penetrations in floors, walls or other general construction shall be closed and sealed with an approved firestopping material.
   1. Firestopping material shall be UL listed and tested silicone elastomer specifically formulated for use in horizontal and vertical applications. The material shall possess intumescent characteristics and upon exposure to heat above 250 degrees F shall expand to not less than five times its original volume to form a fireproof envelope, UL rated for 2-and 3-hour protection, when applied in accordance with the manufacturer's recommendation.
   2. Floor slots and openings shall be closed with 16 gauge stainless steel sheet supported on 1-inch by 1-inch by 1/8-inch structural stainless steel angle drilled or supported with ponder-driven studs into the building structure. Firestop with a layer of silicone elastomer not less than 1-inch thick which completely fills the opening. The top surface of the silicone elastomer shall be approximately 1-inch below the finished floor slab.
   3. Openings in walls shall be closed with 16 gauge stainless steel sheet securely attached at the midpoint of the wall thickness and firestopped on both sides of the steel sheet with not less than 1/2-inch thick layer of non-sagging silicone elastomer to fully cover the opening.
   4. Single or multiple pipes passing through walls and floors shall have the annulus space between pipes or between pipes and structure filled with silicone elastomer to provide a 3-hour rated firestop for floors and walls.

B. Conduit: The annulus between exposed conduit and walls or floors in finished spaces shall be filled, sealed, and painted to match adjacent surfaces.

END OF SECTION 26 00 10

SECTION 260050 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following electrical materials and methods:
   1. Supporting devices for electrical components.
   2. Concrete equipment bases.
   3. Cutting and patching for electrical construction.
   4. Touchup painting.
   5. Meter sockets.

1.2 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Front End Specification Sections.

B. Product Data for each type of product specified.

C. Shop Drawings detailing fabrication and installation of supports and anchorage for electrical items.

D. Coordination Drawings for the complete electrical installation, including the Pump House Building, the Communications Center buildings, and the surrounding site and all other equipment.
   1. Prepare Coordination Drawings according to specification section addressing "Submittals" to a 1/4-inch-equals-1-foot scale or larger. Detail major elements, components, and systems of electrical equipment and materials in relation to each other and to other systems, installations, and building components. Indicate locations and space requirements for installation, access, and working clearance. Show where sequence and coordination of installations are important to the efficient flow of the Work. Coordinate drawing preparation with effort specified in other Specification Sections. Include the following:
      a. Provisions for scheduling, sequencing, moving, and positioning large equipment in the building.
      b. Floor plans, elevations, and details, including the following:
         1) Clearances to meet safety requirements and for servicing and maintaining equipment, including space for equipment disassembly required for periodic maintenance.
         2) Equipment support details.
         3) Exterior wall and foundation penetrations of cable and raceway; and their relation to other penetrations and installations.
         4) Fire-rated interior wall and floor penetrations by electrical installations.
         5) Sizes and locations of required concrete pads and bases.
         6) Routing and support of all cables, interior and exterior.

1.3 QUALITY ASSURANCE

A. Comply with NFPA 70 for components and installation.

B. Listing and Labeling: Provide products specified in this Section that are listed and labeled.
   1. The Terms "Listed and Labeled": As defined in the National Electrical Code, Article 100.
   2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.

1.4 SEQUENCING AND SCHEDULING

A. Coordinate electrical equipment installation with other building, tower and site components.

B. Arrange for chases, slots, and openings in building structure during progress of construction to allow for electrical installations.

C. Coordinate installing required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

D. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning prior to closing in the building.

E. Coordinate connecting electrical service to components furnished under other Sections.

F. Coordinate connecting electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.

G. Coordinate requirements for access panels and doors where electrical items requiring access are concealed by finished surfaces.

H. Coordinate installing electrical identification after completion of finishing where identification is applied to field-finished surfaces.

PART 2 - PRODUCTS

2.1 SUPPORTING DEVICES

A. Channel and angle support systems, hangers, anchors, sleeves, brackets, fabricated items, and fasteners are designed to provide secure support from the structures for electrical components.
   1. Material: Steel, except as otherwise indicated, protected from corrosion with zinc coating or with treatment of equivalent corrosion resistance using approved alternative finish or inherent material characteristics.
   2. Metal Items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel, except as otherwise indicated.

B. Steel channel supports have 9/16-inch diameter holes at a maximum of 8 inches o.c., in at least 1 surface.
   1. Fittings and accessories mate and match with channels and are from the same manufacturer.

C. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring steel clamps or "click"-type hangers.

D. Sheet-Metal Sleeves: 0.0276-inch (0.7-mm) or heavier galvanized sheet steel, round tube, closed with welded longitudinal joint.

E. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.

F. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for nonarmored electrical cables in riser conduits. Plugs have number and size of conductor gripping holes as required to suit individual risers. Body constructed of malleable iron casting with hot-dip galvanized finish.

G. Expansion Anchors: Carbon-steel wedge or sleeve type.

H. Toggle Bolts: All-steel springhead type.

I. Powder-Driven Threaded Studs: Heat-treated steel.

2.2 CONCRETE EQUIPMENT BASES

A. Forms and Reinforcing Materials: As specified in Section addressing "Structural Concrete."

B. Concrete: 3000-psi, 28-day compressive strength as specified in Section addressing "Structural Concrete."

2.3 METER SOCKETS

A. Meter sockets comply with serving utility company requirements.

2.4 TOUCHUP PAINT

A. For Equipment: Provided by equipment manufacturer and selected to match equipment finish.

B. For Nonequipment Surfaces: Matching type and color of undamaged, existing adjacent finish.

C. For Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION REQUIREMENTS

A. Install components and equipment to provide the maximum possible headroom where mounting heights or other location criteria are not indicated.

B. Install items level, plumb, and parallel and perpendicular to other building systems and components, except where otherwise indicated.

C. Install equipment to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.

D. Give right of way to raceways and piping systems installed at a required slope.

3.2 ELECTRICAL SUPPORTING METHODS

A. Damp Locations and Outdoors: Hot-dip galvanized materials.

B. Dry Locations: Steel materials.

C. Support Clamps for PVC Raceways: Click-type clamp system.

D. Conform to manufacturer's recommendations for selecting supports.

E. Strength of Supports: Adequate to carry all present and future loads, times a safety factor of at least 4; 200-lb minimum design load.

3.3 INSTALLATION

A. Connect outlets and components to wiring systems and to ground as indicated and instructed by manufacturer.

B. Install devices to securely and permanently fasten and support electrical components.

C. Raceway Supports: Comply with NFPA 70 and the following requirements:
   1. Conform to manufacturer's recommendations for selecting and installing supports.
   2. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U bolts, clamps, attachments, and other hardware necessary for hanger assembly and for securing hanger rods and conduits.
   3. Support parallel runs of horizontal raceways together on trapeze-or bracket-type hangers.
   4. Spare Capacity: Size supports for multiple conduits so capacity can be increased by a 25 percent minimum in the future.
   5. Support individual horizontal raceways with separate, malleable iron pipe hangers or clamps.
   6. Hanger Rods: 1/4-inch diameter or larger threaded steel, except as otherwise indicated.
   7. In vertical runs, arrange support so the load produced by the weight of the raceway and the enclosed conductors is carried entirely by the conduit supports, with no weight load on raceway terminals.

D. Vertical Conductor Supports: Install simultaneously with conductors.

E. Miscellaneous Supports: Install metal channel racks for mounting cabinets, panelboards, disconnects, control enclosures, pull boxes, junction boxes, transformers, and other devices except where components are mounted directly to structural features of adequate strength.

F. In open overhead spaces, cast boxes threaded to raceways need not be separately supported, except where used for fixture support; support sheet-metal boxes directly from the building structure or by bar hangers. Where bar hangers are used, attach the bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches from the box.

G. Sleeves: Install for cable and raceway penetrations of concrete slabs and walls, except where core-drilled holes are used. Install for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

H. Firestopping: Apply to cable and raceway penetrations of fire-rated floor and wall assemblies. Perform firestopping to reestablish the original fire-resistance rating of the assembly at the penetration.

I. Fastening: Unless otherwise indicated, securely fasten electrical items and their supporting hardware to the building structure. Perform fastening according to the following:
   1. Fasten by means of wood screws or screw-type nails on wood; toggle bolts on hollow masonry units; concrete inserts or expansion bolts on concrete or solid masonry; and by machine screws, or spring-tension clamps on steel.
   2. Welding to steel structure may not be used for conduits, pipe straps, or any other items.
   3. In partitions of light steel construction use sheet-metal screws.
   4. Drill holes in concrete beams so holes more than 1-1/2 inches deep do not cut main reinforcing bars.
   5. Drill holes in concrete so holes more than 3/4 inch deep do not cut main reinforcing bars.
   6. Fill and seal holes drilled in concrete and not used.
   7. Select fasteners so the load applied to any fastener does not exceed 25 percent of the proof-test load.

J. Install concrete pads and bases according to requirements of Division 3 Section "Structural Concrete."

K. Install utility-metering equipment according to utility company's written requirements. Provide grounding and empty conduits as required by company.

3.4 CUTTING AND PATCHING

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces of buildings necessary for electrical installations. Perform cutting by skilled mechanics of the trades involved.

B. Repair disturbed surfaces to match adjacent undisturbed surfaces.

C. Cutting of structural members on the communications tower shall not be permitted.

3.5 TOUCHUP PAINTING

A. Thoroughly clean damaged areas and provide primer, intermediate, and finish coats to suit the degree of damage at each location.

B. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.

END OF SECTION 26 00 50

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 -GENERAL

1.1 SUMMARY

A. Section Includes:

B. Building wires and cables rated 600 V and less.

C. Connectors, splices, and terminations rated 600 V and less.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.
   1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
   1. Alcan Products Corporation; Alcan Cable Division.
   2. Alpha Wire.
   3. Belden Inc.
   4. Encore Wire Corporation.
   5. General Cable Technologies Corporation.
   6. Southwire Incorporated.

C. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.

D. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN-2THWN-2.

2.2 CONNECTORS AND SPLICES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
   1. AFC Cable Systems, Inc.
   2. Gardner Bender.

3. Hubbell Power Systems, Inc.
4. Ideal Industries, Inc.
5. Ilsco; a branch of Bardes Corporation.
6. NSi Industries LLC.
7. O-Z/Gedney; a brand of the EGS Electrical Group.
8. 3M; Electrical Markets Division.
9. Tyco Electronics.

C. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Exposed Feeders: Type THHN-2-THWN-2, single conductors in raceway.

B. Exposed Branch Circuits, Including in Crawlspaces: Type THHN-2-THWN-2, single conductors in raceway.

C. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, single conductors in raceway.

D. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.

E. Branch Circuits Installed below Raised Flooring: Type THHN-2-THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

3.5 3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

END OF SECTION 26 05 19

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 -GENERAL

1.1 SUMMARY

A. Section Includes: Grounding systems and equipment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 -PRODUCTS

2.1 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

2.2 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
   1. Pipe Connectors: Clamp type, sized for pipe.

C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

D. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

PART 3 -EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Conductor Terminations and Connections:
   1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

3.2 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

3.3 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.

3.4 LABELING

A. Comply with requirements in Section 260553 "Identification for Electrical Systems" for instruction signs. The label or its text shall be green.

3.5 FIELD QUALITY CONTROL

A. Perform tests and inspections.
   1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

B. Tests and Inspections:
   1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
   2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

C. Grounding system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 26 05 26

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

B. Hangers and supports for electrical equipment and systems.

1.2 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. IMC: Intermediate metal conduit.

C. RMC: Rigid metal conduit.

1.3 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.4 QUALITY ASSURANCE

A. Comply with NFPA 70.

1.5 COORDINATION

A. Coordinate installation of roof curbs, equipment supports, and roof penetrations.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
   1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Allied Tube & Conduit.
      b. Cooper B-Line, Inc.; a division of Cooper Industries.
      c. ERICO International Corporation.
      d. GS Metals Corp.
      e. Thomas & Betts Corporation.
      f. Unistrut; Tyco International, Ltd.
      g. Wesanco, Inc.
   3. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.

4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
5. Channel Dimensions: Selected for applicable load criteria.

B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
a. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
b. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
c. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
d. Toggle Bolts: All-steel springhead type.
e. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
1. Secure raceways and cables to these supports with two-bolt conduit clamps.

D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 11/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
   1. To Wood: Fasten with lag screws or through bolts.
   2. To New Concrete: Bolt to concrete inserts.
   3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
   4. To Existing Concrete: Expansion anchor fasteners.
   5. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
   6. To Light Steel: Sheet metal screws.
   7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
   1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 26 05 29

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Metal conduits, tubing, and fittings.
   2. Surface raceways.
   3. Boxes, enclosures, and cabinets.

1.2 DEFINITIONS

A. ARC: Aluminum rigid conduit.

B. GRC: Galvanized rigid steel conduit.

C. IMC: Intermediate metal conduit.

1.3 ACTION SUBMITTALS

A. Product Data: For surface raceways.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
   1. Structural members in paths of conduit groups with common supports.
   2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. AFC Cable Systems, Inc.
   2. Allied Tube & Conduit; a Tyco International Ltd. Co.
   3. Anamet Electrical, Inc.
   4. Electri-Flex Company.
   5. O-Z/Gedney; a brand of EGS Electrical Group.
   6. Picoma Industries, a subsidiary of Mueller Water Products, Inc.
   7. Republic Conduit.
   8. Robroy Industries.
   9. Southwire Company.
   10. Thomas & Betts Corporation.
   11. Western Tube and Conduit Corporation.
   12. Wheatland Tube Company; a division of John Maneely Company.

B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. GRC: Comply with ANSI C80.1 and UL 6.

D. IMC: Comply with ANSI C80.6 and UL 1242.

E. EMT: Comply with ANSI C80.3 and UL 797.

F. FMC: Comply with UL 1; aluminum.

G. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
   1. Fittings for EMT:
      a. Material: Steel or die cast.
      b. Type: Setscrew or compression.

2.2 SURFACE RACEWAYS

A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Prime coated, ready for field painting.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Mono-Systems, Inc.
      b. Panduit Corp.
      c. Wiremold / Legrand.

2.3 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. Adalet.
   2. Cooper Technologies Company; Cooper Crouse-Hinds.
   3. EGS/Appleton Electric.
   4. Erickson Electrical Equipment Company.
   5. FSR Inc.
   6. Hoffman; a Pentair company.
   7. Hubbell Incorporated; Killark Division.
   8. Kraloy.
   9. Milbank Manufacturing Co.
   10. Mono-Systems, Inc.
   11. O-Z/Gedney; a brand of EGS Electrical Group.
   12. RACO; a Hubbell Company.
   13. Robroy Industries.
   14. Spring City Electrical Manufacturing Company.
   15. Stahlin Non-Metallic Enclosures; a division of Robroy Industries.
   16. Thomas & Betts Corporation.
   17. Wiremold / Legrand.

B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

C. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

D. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum or galvanized, cast iron with gasketed cover.

E. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Indoors: Apply raceway products as specified below unless otherwise indicated:
   1. Exposed, Not Subject to Physical Damage: EMT.
   2. Exposed, Not Subject to Severe Physical Damage: EMT.
   3. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:
      a. Mechanical rooms.
   4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
   5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
   6. Damp or Wet Locations: GRC or IMC.
   7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

B. Minimum Raceway Size: 3/4-inch trade size.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.
   1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
   2. EMT: Use setscrew or compression, steel fittings. Comply with NEMA FB 2.10.
   3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

D. Install surface raceways only where indicated on Drawings.

3.2 INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation.

D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

E. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.

F. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

G. Support conduit within 12 inches of enclosures to which attached.

H. Stub-ups to Above Recessed Ceilings:

1. Use EMT, IMC, or RMC for raceways.
2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

K. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

L. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.

M. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.

N. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.

O. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

P. Surface Raceways:
1. Install surface raceway with a minimum 2-inchradius control at bend points.
2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

Q. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.

R. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where an underground service raceway enters a building or structure.
3. Where otherwise required by NFPA 70.

S. Comply with manufacturer's written instructions for solvent welding RNC and fittings.

T. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.4 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

B. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

END OF SECTION 26 05 33

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

B. Identification for raceways.

C. Identification for conductors.

1.2 ACTION SUBMITTALS

A. Product Data: For each electrical identification product indicated.

B. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.3 QUALITY ASSURANCE

A. Comply with NFPA 70.

B. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

C. Comply with ANSI Z535.4 for safety signs and labels.

1.4 COORDINATION

A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

C. Coordinate installation of identifying devices with location of access panels and doors.

D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 POWER RACEWAY IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.

B. Colors for Raceways Carrying Circuits at 600 V or Less:
   1. Black letters on an orange field.
   2. Legend: Indicate voltage.

C. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather-and chemical-resistant coating and matching wrap-around clear adhesive tape for securing ends of legend label.

D. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
   1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.2 CONDUCTOR IDENTIFICATION MATERIALS

A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.

B. Self-Adhesive, Self-Laminating Polyester Labels: Write-on, 3-mil-thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather-and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.

C. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
   1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.3 EQUIPMENT IDENTIFICATION LABELS

A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.

B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.

D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch.

E. Stenciled Legend: In non-fading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.4 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify identity of each item before installing identification products.

B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

C. Apply identification devices to surfaces that require finish after completing finish work.

D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

F. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.

3.2 IDENTIFICATION SCHEDULE

A. Accessible Raceways, 600 V or Less, for Branch Circuits More Than 30 A, and 120 V to ground: Identify with self-adhesive vinyl label. Install labels at 10-foot maximum intervals.

B. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
   1. Labeling Instructions:
      a. Indoor Equipment: Adhesive film label. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.
      b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
      c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
      d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
   2. Equipment to Be Labeled:
      a. Enclosed switches.
      b. Enclosed controllers.
      c. Push-button stations.
      d. Contactors.

END OF SECTION 26 05 53

SECTION 262813 - FUSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Cartridge fuses rated 600-V ac and less for use in enclosed switches and motor-control centers.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material, dimensions, descriptions of individual components, and finishes for spare-fuse cabinets. Include the following for each fuse type indicated:
   1. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.

1.3 QUALITY ASSURANCE

A. Source Limitations: Obtain fuses, for use within a specific product or circuit, from single source from single manufacturer.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NEMA FU 1 for cartridge fuses.

D. Comply with NFPA 70.

E. Comply with UL 248-11 for plug fuses.

1.4 PROJECT CONDITIONS

A. Where ambient temperature to which fuses are directly exposed is less than 40 deg F or more than 100 deg F, apply manufacturer's ambient temperature adjustment factors to fuse ratings.

1.5 COORDINATION

A. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. Cooper Bussmann, Inc.
   2. Edison Fuse, Inc.
   3. Ferraz Shawmut, Inc.
   4. Littelfuse, Inc.

2.2 CARTRIDGE FUSES

A. Characteristics: NEMA FU 1, non renewable cartridge fuses with voltage ratings consistent with circuit voltages.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine fuses before installation. Reject fuses that are moisture damaged or physically damaged.

B. Examine holders to receive fuses for compliance with installation tolerances and other conditions affecting performance, such as rejection features.

C. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.

D. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

A. Cartridge Fuses:
   1. Motor Branch Circuits: Class RK1, time delay.
   2. Other Branch Circuits: Class RK1, time delay.

3.3 INSTALLATION

A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

B. Install labels complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems" and indicating fuse replacement information on inside door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION 26 28 13

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Fusible switches.
   2. Nonfusible switches.
   3. Enclosures.

1.2 DEFINITIONS

A. NC: Normally closed.

B. NO: Normally open.

C. SPDT: Single pole, double throw.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
   1. Enclosure types and details for types other than NEMA 250, Type 1.
   2. Current and voltage ratings.
   3. Short-circuit current ratings (interrupting and withstand, as appropriate).
   4. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
   5. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.

B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
   1. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.
   1. Test procedures used.
   2. Test results that comply with requirements.
   3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

B. Manufacturer's field service report.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.
   1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

B. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.

C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

E. Comply with NFPA 70.

1.7 COORDINATION

A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

PART 2 - PRODUCTS

2.1 FUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
   1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
   2. General Electric Company; GE Consumer & Industrial -Electrical Distribution.
   3. Siemens Energy & Automation, Inc.
   4. Square D; a brand of Schneider Electric.

C. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

D. Accessories:
   1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
   2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
   3. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
   4. Lugs: Compression type, suitable for number, size, and conductor material.
   5. Service-Rated Switches: Labeled for use as service equipment.

2.2 ENCLOSURES

A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
   1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
   2. Outdoor Locations: NEMA 250, Type 3R.
   3. Kitchen or Wash-Down Areas: NEMA 250, Type 4X, stainless steel.
   4. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4X.
   5. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install individual wall-mounted switches with tops at uniform height unless otherwise indicated.

B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

C. Install fuses in fusible devices.

D. Comply with NECA 1.

3.3 IDENTIFICATION

A. Comply with requirements in Section 260553 "Identification for Electrical Systems."
   1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
   2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections.
   1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

B. Acceptance Testing Preparation:
   1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
   2. Test continuity of each circuit.

C. Tests and Inspections:
   1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
   2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION 26 28 16

SECTION 262913 - ENCLOSED CONTROLLERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes the following enclosed controllers rated 600 V and less:
   1. Full-voltage manual.

1.2 DEFINITIONS

A. CPT: Control power transformer.

B. MCCB: Molded-case circuit breaker.

C. MCP: Motor circuit protector.

D. N.C.: Normally closed.

E. N.O.: Normally open.

F. OCPD: Overcurrent protective device.

G. SCR: Silicon-controlled rectifier.

1.3 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.
   1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NFPA 70.

D. IEEE Compliance: Fabricate and test enclosed controllers according to IEEE 344 to withstand seismic forces defined in Section 260548 "Vibration and Seismic Controls for Electrical Systems."

1.4 DELIVERY, STORAGE, AND HANDLING

A. Store enclosed controllers indoors in clean, dry space with uniform temperature to prevent condensation. Protect enclosed controllers from exposure to dirt, fumes, water, corrosive substances, and physical damage.

1.5 PROJECT CONDITIONS

A. Interruption of Existing Electrical Systems: Do not interrupt electrical systems in facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
   1. Notify Construction Manager no fewer than two days in advance of proposed interruption of electrical systems.
   2. Indicate method of providing temporary utilities.
   3. Do not proceed with interruption of electrical systems without Construction Manager's written permission.
   4. Comply with NFPA 70E.

1.6 COORDINATION

A. Coordinate layout and installation of enclosed controllers with other construction including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

PART 2 - PRODUCTS (NOT APPLICABLE; CONTROLLERS ARE SPECIFIED UNDER DIVISION 25)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and surfaces to receive enclosed controllers, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

B. Examine enclosed controllers before installation. Reject enclosed controllers that are wet, moisture damaged, or mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Wall-Mounted Controllers: Install enclosed controllers on walls with tops at uniform height unless otherwise indicated, and by bolting units to wall or mounting on lightweight structural-steel channels bolted to wall. For controllers not at walls, provide freestanding racks complying with Section 260529 "Hangers and Supports for Electrical Systems."

3.3 IDENTIFICATION

A. Identify enclosed controllers, components, and control wiring. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
   1. Label each enclosure with engraved nameplate.

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections.
   1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

B. Acceptance Testing Preparation:
   1. Test insulation resistance for each enclosed controller, component, connecting supply, feeder, and control circuit.
   2. Test continuity of each circuit.

C. Tests and Inspections:
   1. Inspect controllers, wiring, components, connections, and equipment installation.
   2. Test insulation resistance for each enclosed-controller element, component, connecting motor supply, feeder, and control circuits.
   3. Test continuity of each circuit.
   4. Verify that voltages at controller locations are within plus or minus 10 percent of motor nameplate rated voltages. If outside this range for any motor, notify Construction Manager and Engineer before starting the motor(s).
   5. Test each motor for proper phase rotation.
   6. Perform each electrical test and visual and mechanical inspection stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

7. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
8. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

D. Enclosed controllers will be considered defective if they do not pass tests and inspections.

3.5 ADJUSTING

A. Set field-adjustable switches, auxiliary relays, time-delay relays, timers, and overload-relay pickup and trip ranges.

B. Adjust overload-relay heaters or settings if power factor correction capacitors are connected to the load side of the overload relays.

C. Adjust the trip settings of MCPs and thermal-magnetic circuit breakers with adjustable instantaneous trip elements. Initially adjust to six times the motor nameplate full-load ampere ratings and attempt to start motors several times, allowing for motor cool down between starts. If tripping occurs on motor inrush, adjust settings in increments until motors start without tripping. Do not exceed eight times the motor full-load amperes (or 11 times for NEMA Premium Efficient motors if required). Where these maximum settings do not allow starting of a motor, notify Construction Manager and Engineer before increasing settings.

3.6 PROTECTION

A. Replace controllers whose interiors have been exposed to water or other liquids prior to Substantial Completion.

END OF SECTION 26 29 13