



PROJECT SPECIFICATION
for the

State of Louisiana

BRIDGE CITY CENTER FOR YOUTH
SEWER SYSTEM RENOVATION
BRIDGE CITY, LOUISIANA

PROJECT NO. 08-403-11-01, PART 01

OWNER:
STATE OF LOUISIANA
P.O. BOX 94095
BATON ROUGE, LOUISIANA 70804

Prepared by:

ARCHITECT:
DAMMON ENGINEERING, INC.
554 OLD SPANISH TRAIL
SLIDELL, LOUISIANA 70458
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February 25, 2013

ARCHITECT'S PROJECT NO. 2156

STATE OF LOUISIANA
BRIDGE CITY CENTER FOR YOUTH
SEWER SYSTEM RENOVATION
BRIDGE CITY, LOUISIANA
PROJECT NO. 08-403-11-01, PART 01

DOCUMENT 00 01 01 - PROJECT TITLE PAGE

1.1 PROJECT MANUAL VOLUME 1

Bridge City Center for Youth, Sewer System Renovation
State of Louisiana.
Bridge City, Louisiana.
Owner Project No. 08-403-11-01, Part 01.
Architect Project No. 2156



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Issued: February 25, 2013.

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END OF DOCUMENT 00 01 01

INTRODUCTORY INFORMATION

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COPY OF BFM REPORT, VIDEO & PHOTOGRAPHS DVD

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PROJECT DIRECTORY

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P.O. Box 94095
Baton Rouge, Louisiana 94095
Tel: (225) 342-0820
John L. Davis, Director

ARCHITECT: DAMMON ENGINEERING, INC.
an Architectural and Engineering firm
554 Old Spanish Trail
Slidell, Louisiana 70458
Tel: (985) 649-5832
Fax: (985) 641-5950
Architect in Charge: Kevin Kinchen

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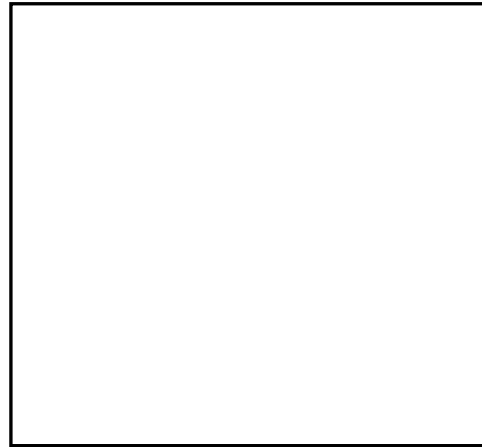
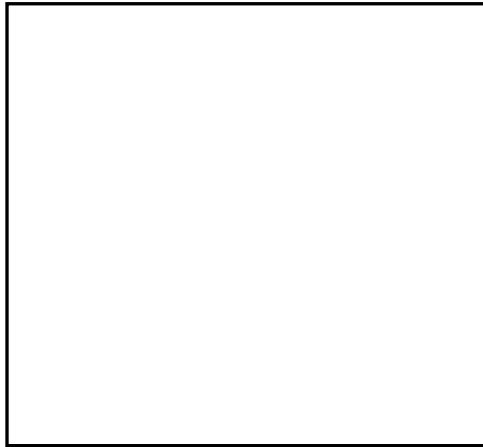
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PROFESSIONAL SEALS

PROJECT NAME: STATE OF LOUISIANA
BRIDGE CITY CENTER FOR YOUTH
SEWER SYSTEM RENOVATION
BRIDGE CITY, LOUISIANA
PROJECT NO. 08-403-11-01, PART 01

DATE: FEBRUARY 25, 2013

ARCHITECTURAL SPECIFICATIONS: The following Specification Sections were prepared by me or under my direct personal supervision:



Dammon Engineering, Inc.

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LOUISIANA UNIFORM PUBLIC WORK BID FORM
BID BOND

CONTRACTING REQUIREMENTS

AIA DOCUMENT A201

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01 78 39 - PROJECT RECORD DOCUMENTS

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DIVISION 2 - SITE CONSTRUCTION

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DIVISION 22 - PLUMBING

22 01 10.16 - VIDEO PIPING INSPECTIONS

STATE OF LOUISIANA
BRIDGE CITY CENTER FOR YOUTH
SEWER SYSTEM RENOVATION
BRIDGE CITY, LOUISIANA
PROJECT NO. 08-403-11-01, PART 01

22 01 10.51 - PLUMBING PIPING CLEANING
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DIVISION 31 - EARTHWORK

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GATES

32 92 00 - TURF AND GRASSES

DIVISION 33 - UTILITIES

33 05 23.16 - UTILITY PIPE JACKING

33 39 13.61 - PLUMBING MANHOLE RELINING

END OF DOCUMENT

DOCUMENT 00 01 15 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Sewer System Renovation Bridge City Center for Youth, dated 02/25/2013 as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:
 - 1. Cover Sheet SEWER SYSTEM RENOVATION BRIDGE CITY CENTER
FOR YOUTH
02/25/2013
 - 2. C-1 SEWER SURVEY by BFM Corp.
02/25/2013
 - 3. C-2 NOTES
02/25/2013
 - 4. C-3 SITE PLAN
02/25/2013
 - 5. C-4 FENCE PLAN
02/25/2013
 - 6. C-5 FENCE PLAN DETAILS
02/25/2013
 - 7. C-6 SEWER DETAILS
02/25/2013

END OF DOCUMENT 00 01 15

BIDDING REQUIREMENTS

DAMMON ENGINEERING, INC.
554 OLD SPANISH TRAIL
SLIDELL, LOUISIANA 70458
Phone: 985-649-5832
Fax: 985-641-5950
Dammonengineering.com



EXAMPLE

Facility Planning & Control Advertisement for Bids

The advertisement for bids will be prepared by Facility Planning & Control and given to the designer to include in the Bid Documents. The following is typical of the wording used in these advertisements. Other provisions may be included such as instructions for alternative methods of plan distribution, requirements for pre-qualification of contractors for historic preservation projects or mandatory pre-bid conferences. The use of mandatory pre-bid conferences is discouraged and may be called for only with the approval of Facility Planning and Control.

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Division of Administration, Office of Facility Planning and Control, Claiborne Office Building, 1201 North Third Street, Conference Room 1-145, Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 until 2:00 P.M

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

FOR: Sewer System Renovation
Bridge City Center for Youth
3225 River Road
Bridge City, LA 70094

PROJECT NUMBER: 08-403-11-01, Part 01

USE ONE OF THE FOLLOWING PARAGRAPHS

Complete Bid Documents may be obtained from:

Dammon Engineering, Inc
554 Old Spanish Trail
Slidell, LA. 70458
PHONE (985)649 -5832

upon deposit of \$100.00 for each set of documents. Deposit on the first two sets are fully refundable to all bonafide 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 shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

A PRE-BID CONFERENCE WILL BE HELD

at time on day, date at location

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.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2163 for the classification of Plumbing: Sanitary and Nonsanitary Waste and Sewerage Construction; Removal, Repair, and Maintenance for Buildings and Premises. 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.

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

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL
JOHN L. DAVIS - DIRECTOR

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within (180) consecutive calendar days, subject to such extensions as may be granted under Paragraph 8.3, in the General Conditions and the Supplementary Conditions, and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of (Eight hundred) Dollars (\$800.00) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents include the following:

Advertisement for Bids
Instructions to Bidders
Bid Form
Bid Bond
General Conditions of the Contract for Construction,
AIA Document A201, 2007 Edition
Supplementary Conditions
Contract Between Owner and Contractor and Performance and Payment Bond
Affidavit
User Agency Documents (if applicable)
Change Order Form
Partial Occupancy Form
Recommendation of Acceptance
Asbestos Abatement (if applicable)
Other Documents (if applicable)
Specifications & Drawings
Addenda issued during the bid period and acknowledged in the Bid Form

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 and the Supplementary Conditions are applicable to the Bid Documents.

1.3 Addenda are written and/or graphic instruments issued by the Architect prior to the opening of bids which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections and prior approvals.

1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bid Documents.

1.5 Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.

1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted.

1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the Bid Documents.

1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.

1.9 Where the word "Architect" is used in any of the documents, it shall refer to the Prime Designer of the project, regardless of discipline.

ARTICLE 2

PRE-BID CONFERENCE

2.1 A Pre-Bid Conference shall be held at 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 User Agency and shall invite in writing the Owner and all who have received sets of the Bid Documents to attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference, bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Contractors who are not in attendance for the **entire** Pre-Bid Conference will be considered to have not attended.

2.2 Any revision of the Bid Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

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

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

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

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

3.1.5 He is familiar with Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this

Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm. (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

ARTICLE 4

BID DOCUMENTS

4.1 Copies

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

4.1.1.2 As an alternative method of distribution, the Designer may provide the Bid Documents in electronic format. They may be obtained without charge and without deposit as stated in the Advertisement for Bids.

4.1.1.2.1 If electronic distribution is available, printed copies will not be available from the Designer, but arrangements can be made to obtain them through most reprographic firms and/or plan rooms.

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

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

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

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

4.2 Interpretation or Correction of Bid Documents

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

4.2.2 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Architect, to reach him at least seven days prior to the date for receipt of bids.

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

4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bids are received.

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) working days prior to the opening of bids. (RS38:2295C) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including

model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval 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 Bid Documents.

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

4.4.3 Except as described herein, addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. Facility Planning shall be consulted prior to issuance of such an addendum and shall approve such issuance. The revised time and date for the opening of bids shall be stated in the addendum.

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

4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the

requirement of re-advertising. Any such extension shall be made by addendum issued by the Architect.

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Architect.

5.1.2 All blanks on the Bid Form shall be filled in manually in ink or typewritten.

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

5.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.

5.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the bid non responsive and shall cause its rejection.

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid but are not the sole components thereof.

5.1.7 Bidders are strongly cautioned to ensure that all blanks on the bid form are completely and accurately filled in.

5.1.8 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

5.1.9 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. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable under any 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. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as the entity identified on the Bid Form.

5.1.10 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

5.2 Bid Security

5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of five percent (5.0%) of the base bid and all alternates.

The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a Bid Bond written by a surety company licensed to do business in Louisiana and signed by the surety's agent or attorney-in-fact. The Bid Bond shall be written on the Facility Planning and Control Bid Bond Form, and the surety for the bond must meet the qualifications stated thereon. The Bid Bond shall include the legal name of the bidder be in favor of the State of Louisiana, Office of Facility Planning and Control, and shall be accompanied by appropriate power of attorney. The Bid Bond must be signed by both the bidder/principal and the surety in the space provided on the Facility Planning and Control Bid Bond Form. Failure by the bidder/principal or the surety to sign the bid bond shall result in the rejection of the bid.

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter

into the Contract and furnish Performance and Payment Bonds as required by these Bid Documents, within ten (10) days after written notice that the instrument is ready for his signature.

Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

5.2.2 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder.

The envelope shall 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 Facility Planning and Control Department at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

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

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

Bids sent by express delivery shall be delivered to:

Facility Planning and Control
Suite 7-160
Claiborne Office Building
1201 North Third Street
Baton Rouge, Louisiana 70802

5.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or any extension thereof made by addendum. Bids

received after the time and date for receipt of bids will be returned unopened.

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

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

5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty eight hours of the Bid Opening excluding Saturdays, Sundays and legal holidays".

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

5.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

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

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

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

6.2 Rejection of Bids

6.2.1 The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bid Documents or a bid in any way incomplete or irregular.

6.3 Acceptance of Bid

6.3.2 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

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

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

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

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

7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of

the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.

7.1.2 The Contractor will be required to establish to the satisfaction of the Architect 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 within ten days after the bid opening a letter/letters from the manufacturer stating that the manufacturer will issue the roof system guarantee complying with the requirements of Facility Planning and Control based on the specified roof system and include the name of the applicator acceptable to the manufacturer at the highest level of certification for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.

In accordance with La. R.S. 38:2227 and LA. R.S. 38:2212.10, each bidder on this project must submit the completed Attestation Clause (Past Criminal Convictions of Bidders and Verification of Employees) form found within this bid package. The Attestation Clause form shall be submitted to

Facility Planning and Control within 10 days after the opening of bids.

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the State of Louisiana, Office of Facility Planning and Control.

8.2 Time of Delivery and Form of Bond

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

8.2.2 Bond shall be in the form furnished by Facility Planning and Control, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Bid Documents.

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

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be furnished by Facility Planning and Control , an example of which is bound in the Bid Documents.

9.2 Award

9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy of a Disclosure of Ownership Affidavit stamped by the Secretary of State, a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor.

9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents

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



BOBBY JINDAL, Governor

Office of Juvenile Justice

MARY L. LIVERS, Ph.D., MSW, Deputy Secretary

MEMORANDUM

TO: Contractors

FROM: Lance Daniels, Assistant Facility Director

DATE: October 10, 2012

RE: Contractor's Pre-Application – Requirement(s)

Prior to consideration being given to any Contractor requesting to perform services at Bridge City Center for Youth, and/or to schedule an appointment to discuss the possibility of any contractual services to be performed at Bridge City Center for Youth, it is important that I advise you of the following requirements:

1. Background checks must be completed on all contractors and their associates that will be entering the facility
2. All Contractor Supervisors entering the facility will be required to attend an orientation session covering BCCY's Policies and Procedures and review with all associates.

Youth Services Criminal Record Check Request

This request must be completed and submitted by all applicants for employment or volunteer/intern services. The information solicited on this request shall be used only as an investigative and identification aid to evaluate suitability for appointment or volunteer/intern services with this unit. Written consent must be given for release of information contained herein, provided that if the investigation discloses participation in criminal acts, unlawful or illegal activities, this guarantee of confidentiality is null and void.

- Annual Review Pre-Employment
 Special Agent Status Volunteer/Intern

PLEASE PRINT OR TYPE

Name: (First, Middle, Last) _____

List any other names you have used: _____

SS#: _____ Height: _____ Weight: _____ Hair Color: _____ Eye Color: _____

Date of Birth: _____ Place of Birth: _____ Gender: _____ Ethnic Origin: _____

If additional space is required to complete answering a question, use *the reverse* side of this form.

List current and previous home addresses for the past ten years in chronological order. Account for all time.

Date (Mo/Yr)	Address

Do you possess a valid driver's license? ____ Yes ____ No	Driver's License #:	State:	Date Issued:	Expiration Date:
--	---------------------	--------	--------------	------------------

Have there been any judgments against you as a result of an accident? _____ Yes ____ No

Have you had your driver's license suspended or revoked? _____ Yes ____ No

Have you ever been arrested or convicted of any law violation, including federal or state fish and game Laws? (Exclude minor traffic violations) _____ Yes ____ No

Have you ever been on Probation or Parole? _____ Yes ____ No

Explain "Yes" answers below: give details, reasons, dates, locations, etc. (If you need additional space, use the reverse side of this form.)

Place of employment and address:

Have you served in the military? ____ Yes ____ No	Branch:	Dates of Service:	Highest Rank Attained:	Type of Discharge: <i>(Attach copy of DD214)</i>
--	---------	-------------------	------------------------	---

List any organizational affiliation to which you belong and include full name and address. (Exclude any church organizations.)

Have you ever worked for a law enforcement-related agency? ____ Yes ____ No	If yes, give locations and dates. If rejected, give date you applied and reasons for rejections, if known:
--	--

List three persons who may be contacted for professional and/or character references:

1	Name	Address	Telephone #	Place of Employment
2	Name	Address	Telephone #	Place of Employment
3	Name	Address	Telephone #	Place of Employment

I certify that the information I have provided herein is complete and true to the best of my knowledge. I know that any misrepresentation herein may cause my application to be rejected, my name removed from consideration for employment or volunteer/intern services or subject me to dismissal from state service.

Applicant's Signature _____ Date _____

For Office Use Only

TAC Signature / Date

Facility Director Signature/Date
 Approve Disapprove

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: _____

(Owner to provide name and address of owner)

BID FOR: Bridge City Center for Youth
Sewer System Renovation
Bridge City, LA
Project No. 08-403-11-01, Part 01
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Dammon Engineering, Inc. and dated: February 25, 2013
(Owner to provide name of entity preparing bidding documents.)

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

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

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

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
_____ Dollars (\$ _____)

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

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

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.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: _____

 (Owner to provide name and address of owner)

BID FOR: Bridge City Center for Youth
Sewer System Renovation
Bridge City, LA
Project No. 08-403-11-01, Part 01
 (Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

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

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

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

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

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

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

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

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

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

BID BOND
FOR
FACILITY PLANNING AND CONTROL 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, Division of Administration, Office of Facility Planning and Control (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

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

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

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

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

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

CONTRACTING REQUIREMENTS

DAMMON ENGINEERING, INC.
554 OLD SPANISH TRAIL
SLIDELL, LOUISIANA 70458
Phone: 985-649-5832
Fax: 985-641-5950
Dammonengineering.com



FOR INFORMATION ONLY

This document will be prepared by Facility Planning & Control in the form appropriate for the project.

CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this _____ day of _____, 2011, by _____ hereinafter called the "Contractor", whose business address is _____ and the State of Louisiana Division of Administration, herein represented by the contracting officer executing this contract, hereinafter called the "Owner".

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

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

Project Name
Project Location
Project No.
State ID No. Site Code

in strict accordance with Contract Documents prepared by:

Designer
Designer Address

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated _____ Addenda number(s) _____, the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within _____ consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of _____ per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of _____ Dollars (\$ _____) which sum represents the _____. (Base Bid or Base Bid plus Alternates.)

Performance and Payment Bond: To these presents personally came and intervened _____, herein acting for _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Contract Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of _____ Dollars (\$ _____.) By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he

may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

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

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, sex, religion, national origin, genetic information, age or disabilities. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in seven (7) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION**

BY: _____
Jerry W. Jones, Assistant Commissioner

BY: _____

SURETY: _____

BY: _____
ATTORNEY IN FACT

_____ **ADDRESS**

_____ **TELEPHONE NUMBER**

STATE OF LOUISIANA
PARISH OF _____

PROJECT NO.
NAME

LOCATION:

A F F I D A V I T

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared representing _____ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I.

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

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

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

PART II.

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

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

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

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

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2010.

NOTARY



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Bridge City Center for Youth
Sewer System Renovation
3225 River Road
Bridge City, Louisiana 70094

THE OWNER:

(Name, legal status and address)

Bridge City Center for Youth
3225 River Road
Bridge City, Louisiana 70094

THE ARCHITECT:

(Name, legal status and address)

Dammon Engineering, Inc.
An Architect & Engineering Corporation
554 Old Spanish Trail
Slidell, Louisiana 70458

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- 13 MISCELLANEOUS PROVISIONS

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.

Init.

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Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and 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 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 as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 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.

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

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of 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.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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 in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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.

§ 3.3 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 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.

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

§ 3.4 LABOR AND MATERIALS

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

§ 3.4.2 Except in the case of minor changes in the Work 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.

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 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 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

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect 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 Architect requires additional time to review. Failure of 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 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 information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 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.

§ 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.

§ 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

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.

§ 3.14 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.

§ 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 to the Architect.

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

§ 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 as to whom the Contractor has no reasonable objection and 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 the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

§ 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 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 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 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 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.

§ 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.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents 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 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.

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection 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 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

§ 5.4.3 Upon 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.

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.

§ 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.

§ 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 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.

§ 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.

§ 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.

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 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 the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 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 the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 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;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect 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 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.

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, 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.

§ 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 and arbitration; 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.

§ 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

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 Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such 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.

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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 satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either 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.

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

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

§ 9.5.2 When 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 a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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 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.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors 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 seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' 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 SUBSTANTIAL COMPLETION

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, 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. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in 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.

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's 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. 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.

§ 9.10.3 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.

§ 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.

§ 9.10.5 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.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor 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.

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

§ 10.2.3 The Contractor shall 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.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, 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.

§ 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 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 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 or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and 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 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. 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.

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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 act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 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.

§ 11.1.2 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.

§ 11.1.3 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.

§ 11.1.4 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 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 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, 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 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.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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 promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 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 sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.3 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.

§ 13.5 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 authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (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 of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, 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.

§ 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.

§ 13.6 INTEREST

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.

§ 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;
- .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.

§ 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 executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 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; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 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.

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

§ 14.4.2 Upon receipt of 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, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, 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.

§ 15.1.2 NOTICE OF 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.

§ 15.1.3 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 in accordance with the decisions of the Initial Decision Maker.

§ 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.

§ 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.

§ 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 Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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, 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 and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

§ 15.2.6.1 Either party may, within 30 days from the date of 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.

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. 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.

§ 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.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

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

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1. THE CONTRACT DOCUMENTS

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

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

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

1.5.1 Delete the first sentence of the paragraph.

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

ARTICLE 2

OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete this paragraph.

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

ARTICLE 3

CONTRACTOR

3.4 LABOR AND MATERIALS

3.4.2 Delete this paragraph.

3.4.3 Delete this paragraph and substitute with the following:

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

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

3.7.1 Delete Subparagraph 3.7.1

3.7.2 In paragraph 3.7.2, replace the word "public" with the word "State".

Delete Subparagraph 3.7.5 and substitute the following:

3.7.5 If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological sites, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to L.R.S. 8:671 et seq., R.S. 49:213.1 et seq., and Sections 401 & 404 of the Federal Clean Water Act. Request for adjustment of the Contract Sum and Contract Time arising from the existence of such remains or features shall be submitted in writing to the Owner pursuant to the Contract Documents.

3.8 ALLOWANCES

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

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

3.9 SUPERINTENDENT

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

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 Add the following: For projects with a contract sum greater than \$1,000,000.00, the Contractor shall include with the schedule, for the Owner's and Architect's information,

a network analysis to identify those tasks which are on the critical path, i.e. where any delay in the completion of these tasks will lengthen the project timescale, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. No payment will be made until this schedule is received.

- 3.10.3 Add the following: If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with 14.2.
- 3.10.4 Add the following: Submittal by the contractor of a schedule or other documentation showing a completion date for his Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.
- 3.10.5 Add the following: In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

ARTICLE 4

ARCHITECT

4.1 GENERAL

Delete Subparagraph 4.1.1 and substitute the following:

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

4.1.3 Delete the words: “as to whom the Contractor has no reasonable objection and”

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 In the first sentence, delete the phrase: “the date the Architect issues the final Certificate for Payment” and replace with the phrase “final payment is due, and with the

Owner's concurrence, from time to time during the one year period for correction of Work described in Section 12.2."

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

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

- 4.2.10 Add the following sentence to the end of Subsection 4.2.10:

There will be no restriction on the Owner having a Representative.

- 4.2.11 Add the following sentence to the end of Subsection 4.2.11:

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

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

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

ARTICLE 5

SUBCONTRACTORS

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

Delete Subparagraph 5.2.1, and substitute the following:

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

Delete Subparagraph 5.2.2 and substitute the following:

- 5.2.2 The Contractor shall be solely responsible for selection and performance of all subcontractors. The Contractor shall not be entitled to claims for additional time and/or

an increase in the contract sum due to a problem with performance or non-performance of a subcontractor.

Delete Subparagraph 5.2.3 and 5.2.4 and add the following:

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

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Subparagraphs 5.4.1, 5.4.2 and 5.4.3

ARTICLE 7

CHANGES IN THE WORK

7.1 GENERAL

Add the following paragraph:

- 7.1.4 As part of the pre-construction conference submittals, the contractor is to submit the following prior to the commencement of Work:

Fixed job site overhead cost itemized with documentation to support daily rates.
Bond Premium Rate with supporting information from the General Contractor's carrier.
Labor Burden by trade for both Subcontractors and General Contractor.
Internal Rate Charges for all significant company owned equipment.

Failure to submit this information as part of the pre-construction submittals shall prohibit the Contractor from claiming these items as costs on any change order issued on the project.

7.2 CHANGE ORDERS

Delete Subparagraph clause 7.2.1, and substitute the following paragraphs:

- 7.2.1 A Change Order is a written order to the Contractor prepared by the Architect and signed by the Owner and the Architect, 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. Any reservation of rights, stipulation, or other modification made on the change order by the contractor will have no effect.

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

- 7.2.2.1 Wages paid direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.
- 7.2.2.2 Cost of all materials and supplies, including the identification of each item and its cost including taxes.
- 7.2.2.3 Identify each necessary piece of machinery and equipment and its individual cost including taxes.
- 7.2.2.4 Increases in insurance premiums.
- 7.2.2.5 Bond costs.

Credit will not be required for Overhead and Profit.

- 7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due job-site and home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 25% of the direct cost of any portion of Work:

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

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

- 7.2.4.1 When all of the Work is General Contract Work; 15% markup on the Cost of the Work.

- 7.2.4.2 When the Work is all Subcontract Work; 15% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 10% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for General Contractor's Overhead and Profit.

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

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

- 7.2.4.4 Subcontract cost shall consist of the items in 7.2.2 above plus Overhead and Profit as defined in 7.2.4.

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

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

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

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

7.2.7 The Contractor will be due extended fixed job-site overhead for time delays only when complete stoppage of Work occurs causing a contract completion extension, and the Contractor is unable to mitigate financial damages through replacement Work. The stoppage must be due to acts or omissions solely attributable to the Owner. In all cases the Contractor is to notify the Architect in writing as required by Article 15.1.2. Reasonable proof may be required by the architect that alternate Work could not be performed. Reasonable proof may be required by the Architect that the stoppage affected the Completion Date.

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

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

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

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

Cost of supervision not specifically required by the Change Order.

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

Add the following:

7.2.10 Unless otherwise agreed to by the Owner and Contractor, the Contractor shall submit all change order documents through the web based electronic document management system designated by Facility Planning and Control. Any fees charged by the provider of the system shall be the responsibility of the Owner. In using this system the Contractor shall strictly adhere to the naming conventions for change orders assigned by Facility

Planning and Control.

7.3 CONSTRUCTION CHANGE DIRECTIVES

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

7.3.7 Delete the following from .1 of the list: “fringe benefits required by agreement or custom,”

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

Delete the following from .5 of the list: “and field office personnel”

7.3.9 Delete Subparagraph 7.3.9 and substitute the following:

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

ARTICLE 8

TIME

8.1 DEFINITIONS

Add the following:

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

8.2 PROGRESS AND COMPLETION

Add to Subparagraph 8.2.1 the following:

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

Delete Subparagraph 8.2.2

8.3 DELAYS AND EXTENSIONS OF TIME

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

ARTICLE 9

PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Delete Subparagraph 9.2 and substitute the following:

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

9.3 APPLICATIONS FOR PAYMENT

Delete Subparagraph 9.3.1 and clause 9.3.1.1 and 9.3.1.2 and substitute the following:

- 9.3.1 Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on the AIA Document G702-1992, accompanied by AIA Document G703-1992, and supported by any additional data substantiating the Contractor’s right to payment as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per R.S. 38:2248:
- 9.3.1.1 Projects with Contract price up to \$500,000.00 – 10% of the Contract price.
- 9.3.1.2 Projects with Contract price of \$500,000.00, or more – 5% of the Contract price.

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

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

Delete Subparagraph 9.3.2 and substitute the following:

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Subparagraph 9.5.1.7: Delete the word "repeated".

Delete Subparagraph 9.5.3

9.6 PROGRESS PAYMENTS

Delete Subparagraph 9.6.1 and substitute the following:

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

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

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

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

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

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

guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

9.7 FAILURE OF PAYMENT

Delete Subparagraph 9.7

9.8 SUBSTANTIAL COMPLETION: Delete this section and substitute the following:

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Subparagraph.

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. A prerequisite to the Work being considered as substantially complete is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing Work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before the Work can be considered as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a punch list of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of Work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the 45 day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

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

9.9 PARTIAL OCCUPANCY OR USE

- 9.9.1 Delete paragraph and substitute the following:

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 unreasonable withheld.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 After the first sentence, add the following:

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

9.10.4 Replace with the following:

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

- 9.10.4.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;
- 9.10.4.2 Failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered; or
- 9.10.4.3 Terms of special warranties required by the Contract Documents.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

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

10.3 HAZARDOUS MATERIALS

10.3.1 In the first sentence after (PCB) add: "or lead"

10.3.2 After the first sentence, delete all remaining sentences.

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

10.4 EMERGENCIES

Delete Subparagraph 10.4 and substitute the following:

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

ARTICLE 11

INSURANCE AND BONDS

Delete all of Paragraphs 11.1, 11.2 and 11.3 and substitute the following:

**INSURANCE REQUIREMENTS FOR
NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS**

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

11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

11.2.1 Worker’s Compensation

Worker’s Compensation insurance shall be in compliance with the Worker’s Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best’s insurance company rating requirement may be waived for Worker’s compensation coverage only.

11.2.2 Commercial General Liability

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

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

<u>Type of Construction</u>	<u>Projects up to \$1,000,000</u>	<u>Projects over \$1,000,000 up to \$10,000,000</u>	<u>Projects over \$10,000,000</u>
New Buildings:			
Each Occurrence			
Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000

with Interstate 10 to the Louisiana – Mississippi border. If flood is included in the builder’s risk insurance policy, then the sub-limit shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall **not** require flood coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana as the Owner. The Contractor will be liable for the \$5,000 policy deductible from the Notice to Proceed date through the date of final payment of the project in the event of a flood loss.

A Specialty Contractor may provide an installation floater in lieu of a Builder’s Risk policy, with the similar coverage as the Builder’s Risk policy, upon the system to be installed in an amount equal to the greater of the fully-completed project value or the amount of the contract including any amendments. Flood coverage is not required.

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

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

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

11.2.7 Deductibles and Self-Insured Retentions

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

11.3 OTHER INSURANCE PROVISIONS

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

11.3.1.1 Worker’s Compensation and Employers Liability Coverage

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

11.3.1.2 General Liability Coverage

- 11.3.1.2.1 The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used.
- 11.3.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.
- 11.3.1.2.3 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

11.3.1.3 Builder's Risk

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

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers 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 insurance company agrees that the decision of the appraisers and the umpire if involved will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

11.3.1.4 All Coverages

- 11.3.1.4.1 Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Owner. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- 11.3.1.4.2 Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- 11.3.1.4.3 The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.
- 11.3.1.4.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

11.3.2 ACCEPTABILITY OF INSURERS

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

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

11.3.3 VERIFICATION OF COVERAGE

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

State of Louisiana
 Name of Owner
 Owner Address
 City, State, Zip
 Attn: Project # _____

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

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

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

11.3.4 SUBCONTRACTORS

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

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

11.3.5 WORKER'S COMPENSATION INDEMNITY

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

11.3.6 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

11.4 PERFORMANCE AND PAYMENT BOND

Add the following Subparagraph 11.4.3:

11.4.3 RECORDATION OF CONTRACT AND BOND [38:2241A(2)]

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

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences: If the Contractor fails to correct nonconforming Work within a thirty (30) day period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.

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

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete all after the word "located".

13.2 SUCCESSORS AND ASSIGNS

13.2.1 In the second sentence, delete "Except as ... 13.2.2"

Delete paragraph 13.2.2

13.4 RIGHTS AND REMEDIES

Add the following clause 13.4.3

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

13.5 TESTS AND INSPECTIONS

In Subparagraph 13.5.1, delete the second sentence and substitute the following:

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

Delete the last sentence of Subparagraph 13.5.1

13.6 INTEREST

Delete Paragraph 13.6

13.7 TIME LIMITS ON CLAIMS

Delete Paragraph 13.7 (See L.R.S. 38:2189).

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete clause 14.1.1.4

In Subparagraph 14.1.3, after the word “profit” add the following: “for Work completed prior to stoppage”.

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following clause:

14.2.1.5 Failure to complete the punch list within the lien period as provided in 9.8.2.3.

14.2.3 Add the following sentence:

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

14.2.5 Add the following Subparagraph:

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

ARTICLE 15

CLAIMS AND DISPUTES

15.1 CLAIMS

In the first sentence of Subparagraph 15.1.1, after the word “money”, add the phrase: “extension of time,”

15.1.2 Add the following to the end of the paragraph: A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.

15.1.3 In the second sentence of the Subparagraph, delete “the decisions of the Initial Decision Maker” and replace with: “his/her decision”.

Delete Paragraph 15.1.5.2 and substitute the following:

If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within twenty-one (21) days from the last day of the month shall prohibit any future claims for adverse days for that month.

15.1.5.3 Add the following Subparagraph:

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

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

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

Note: Contract is on a calendar day basis.

15.2 INITIAL DECISION

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

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

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

In the third sentence, delete: "unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered."

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

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

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

15.2.6 Delete Paragraph.

Delete Subparagraph 15.2.6.1

15.3 MEDIATION

Delete Article 15.3

15.4 ARBITRATION

Delete Article 15.4

SCHEDULE OF VALUES

The Contractor is to use the following format. The total Contract Cost is to be itemized in each Subsection listed (as applicable)

	Quantity	Cost
DIVISION 01 – GENERAL REQUIREMENTS		
01 00 00 General Requirements	_____	_____
	TOTAL	_____
DIVISION 02 – EXISTING CONDITIONS		
02 41 00 Demolition	_____	_____
	TOTAL	_____
DIVISION 22 – PLUMBING		
22 01 10.16 Video Piping Inspections	_____	_____
22 01 10.51 - Plumbing Pipe Cleaning	_____	_____
22 01 10.62 - Plumbing Pipe Relining	_____	_____
22 05 22 - Common Work Results for Plumbing	_____	_____
22 13 13 - Facility Sewers	_____	_____
	TOTAL	_____
DIVISION 31 – EARTHWORK		
31 50 00 Excavation Support and Protection	_____	_____
	TOTAL	_____
DIVISION 32 – EXTERIOR IMPROVEMENTS		
32 31 13.53 – High Security Chain Link Fences & Gates	_____	_____
32 92 00 - Turf and Grasses	_____	_____
	TOTAL	_____
DIVISION 33 – UTILITIES		
33 05 23.16 – Utility Pipe Jacking	_____	_____
33 39 13.61 – Plumbing Manhole Relining	_____	_____
	TOTAL	_____

Facility Planning & Control CHANGE ORDER

PROJECT NAME: _____ CHANGE ORDER NO: _____
 PROJECT NUMBER: _____ CONTRACT DATE: _____
 CONTRACTOR: _____ CFMS No. _____
 SITE CODE: _____ STATE ID: _____

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.

The Original Contract Sum _____
 Total Changes by Previous Change Order(s) _____
 Current Contract Sum _____
 Contract Sum will be (increased) (decreased) (unchanged) by this Change Order _____
New Contract Sum _____

The Original Contract Completion Date and Contract Time. Date: _____ DAYS
 Total Time extended by Previous Change Order(s) _____ DAYS
 Contract Time will be (increased) (decreased) (unchanged) by this Change Order _____ DAYS
New Contract Completion Date & Revised Contract Time Date: _____ DAYS

Added Building Area _____ (Sq. Ft.)

NOTE: No additional increase in time or money will be considered for a Change Order item after it has been executed.

RECOMMENDED	ACCEPTED	APPROVED
Designer's Name: _____	Contractor's Name: _____	Project Manager: _____
Address: _____	Address: _____	Facility Planning & Control
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

FACILITY PLANNING AND CONTROL USE ONLY

Classification	Amount	Classification	Amount
Omission (Type "O")*	_____	Miscellaneous (Type "M")	_____
Error (Type "E")*	_____	Owner Requested (Type "R")	_____

*See Section 5.4.3 of the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction, 2006 Edition

Senior Manager/Assistant Director approval: _____

COMMENTS: _____

❖ NOT FOR RECORDATION PURPOSES ❖

Facility Planning & Control
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
Facility Planning and Control	Date

Punch List: Attached

None

c: User Agency

❖ NOT FOR RECORDATION PURPOSES ❖

❖ NOT FOR RECORDATION PURPOSES ❖

Facility Planning & Control
RECOMMENDATION OF ACCEPTANCE

TO: FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

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?

PORION 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: FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

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.

Designer Signature Date: _____

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.

DIVISION 1

GENERAL REQUIREMENTS

DAMMON ENGINEERING, INC.
554 OLD SPANISH TRAIL
SLIDELL, LOUISIANA 70458
Phone: 985-649-5832
Fax: 985-641-5950
Dammonengineering.com



SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Coordination with occupants.
4. Work restrictions.
5. Specification and drawing conventions.
6. Miscellaneous provisions.

1.2 PROJECT INFORMATION

- A. Project Identification: **Sewer System Renovation
Bridge City Center for Youth
Project No.: 08-403-11-01, Part 01.**
- B. Project Location: **Bridge City Center for Youth (BCCY)
3225 River Road
Bridge City, LA 70094**
- C. Owner: **Mr. Lance Daniels,
Director Bridge City Center for Youth
3225 River Road
Bridge City, LA 70094**
1. Owner's Representative: **Mr. Creighton Stout, Facility Planning and Control**
- D. Architect: **Dammon Engineering, Inc.
Kevin Kinchen, Chief Architect
554 Old Spanish Trail
Slidell, LA 70458**
1. Contact: **David Dammon
(985) 649-5832**

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

1. This project is to renovate the main 8” sewer trunk lines with Cured in Place Plastic Pipe (CIPP), renovate all existing manholes with an epoxy resin coating and replace all service connections (pipe) from the existing buildings (approx 5' from the slab) to the main 8” sewer trunk with new PVC pipe as shown on drawings. After the main lines are cleaned and videoed, point repairs are to be made and then a new pipe is to be inserted inside the old pipe and is cured in place. Using this renovation technique will minimize the disruption to the facility and along with manhole renovation sewer system is to be a “like new” sanitary sewage collection system.

B. Type of Contract.

1. Project will be constructed under a single prime contract.

1.4 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing and adjacent building(s) 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.

1.5 WORK RESTRICTIONS

- A. All contractor, vendors and sub-contractors’ employees entering the BCCY site will be subject to and must pass a background check prior to gaining access to the secure grounds. Personnel information must be submitted to BCCY five (5) working days in advance for processing.

- B. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

- C. On-Site Work Hours: Limit work at the facility to normal business working hours of 7:00 a.m. to 3:30 p.m., Monday through Friday except Holidays or as otherwise directed.

- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others, only after providing temporary utility services according to requirements.

- E. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

- F. Controlled Substances: Use of tobacco products and other controlled substances is not permitted on Project site.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within the time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms provided by Owner.
- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Work Change Proposal Request Form: Use form provided by Owner.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on form included in Project Specification.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on form included in Project Specification. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES (See AIA A201 and Supplementary Conditions, Article 9)

- 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. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments; provide subschedules showing values coordinated with each phase of payment.

- B. Format and Content: Use Project Specification 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 provided.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Specification table of contents. Provide multiple line items for principal subcontract amounts in excess of five (5) percent of the Contract Sum.

- a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five (5) percent of the Contract Sum and subcontract amount.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
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.

1.3 APPLICATIONS FOR PAYMENT (See AIA A201 and Supplementary Conditions Article 9)

- A. Each Application for Payment shall be submitted on AIA G702 and G703; each application shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application Preparation: Complete every entry on form. Executed by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

- D. Transmittal: Submit three (3) signed original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- E. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit 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.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors and major suppliers.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final) as defined in 3.10.2 of General Conditions and Supplementary Conditions.
 4. Submittal schedule (preliminary if not final).
 5. List of Contractor's staff assignments.
 6. List of Contractor's principal consultants.
 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 8. Initial progress report.
 9. Certificates of insurance and insurance policies.
- G. 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 Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- H. 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 G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707-1994, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. 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.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination drawings.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Related Sections:
 - 1. Section 01 73 00 "Execution".
 - 2. Section 01 26 00 "Contract Modification Procedures".

1.2 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 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.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction 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 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 memoranda 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. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.5 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 solution(s) 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.
- C. RFI Forms: AIA Document G716.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) 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 RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. 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 Section 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (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.
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 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 (7) 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.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three (3) days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than fifteen (15) days after execution of the Agreement.
 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for moisture and mold control.
 - r. Procedures for disruptions and shutdowns.
 - s. Construction waste management and recycling.

- t. Parking availability.
 - u. Office, work, and storage areas.
 - v. Equipment deliveries and priorities.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Attendees: In addition to representatives of Owner 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 meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. 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) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.

3. 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.2 INFORMATIONAL SUBMITTALS

- A. Digital Photographs: Submit unaltered, original, full-size image files within three (3) days of taking photographs.
 - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.
 - 2. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Date photograph was taken.
 - c. Indicating location and direction (by compass point).

1.3 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, with minimum size of 8 megapixels.

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.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- 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.
 - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- 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. Flag construction limits before taking construction photographs.
 - 2. Take photographs to show existing conditions adjacent to property before starting the Work.
 - 3. Take photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
- 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. Final Completion Construction Photographs: Take color photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.
- F. Additional Photographs: Architect may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
 - 1. Three days' notice will be given, where feasible.
 - 2. In emergency situations, take additional photographs within 24 hours of request.
 - 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.

- c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
- d. Substantial Completion of a major phase or component of the Work.
- e. Extra record photographs at time of final acceptance.
- f. Owner's request for special publicity photographs.

END OF SECTION 01 32 33

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- 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.

1.3 ACTION SUBMITTALS

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

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of 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. 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 fifteen (15) work 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 fifteen (15) work days for review of each resubmittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Specification Section number and title.
 - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Indication of full or partial submittal.
 - o. Transmittal number, numbered consecutively.
 - p. Submittal and transmittal distribution record.
 - q. Other necessary identification.

- r. Remarks.
- 5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- 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, 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 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
 - 1. Submit electronic submittals via email as PDF electronic files, photos shall be submitted under Section 01 32 33 "Photographic Documentation".
 - a. Architect will return annotated PDF file. Annotate and retain one copy of file as an electronic Project record document file. Digital photographic documentation will not be returned. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
 - 2. 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.

- a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
- 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 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. PDF Electronic file.
- 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 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF Electronic file.
- 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.
 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 two (2) 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 (3) sets of Samples. Architect will retain two (2) Sample sets; remainder will be returned.
 - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.
- E. 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. Submit product schedule in the following format:
 - a. PDF Electronic file.
- F. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- G. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- H. 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.
- I. 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.
- J. 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.
- K. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- L. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- M. 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.
- N. 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.

- O. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- P. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- Q. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- R. 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.
- S. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

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.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "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. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. 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.
- 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 not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 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 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.

1.3 INFORMATIONAL SUBMITTALS

- A. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its

use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inches, 9-gauge, galvanized steel or aluminum, chain-link fabric fencing; minimum 6-feet high with galvanized steel pipe posts; minimum 2-3/8-inches- OD line posts and 2-7/8-inches-OD corner and pull posts, with 1-5/8-inches-OD top and bottom rails.
 - 1. Provide concrete or galvanized steel bases for supporting posts.
 - 2. Provide protective barriers at bases to prevent tripping by pedestrians.

- B. Portable Chain-Link Fencing: Minimum 2-inches, 9-gauge, galvanized steel or aluminum, chain-link fabric fencing; minimum 6-feet high with galvanized steel pipe posts; minimum 2-3/8-inches-OD line posts and 2-7/8-inches-OD corner and pull posts, with 1-5/8-inches-OD top and bottom rails.
 - 1. Provide concrete or galvanized steel bases for supporting posts.
 - 2. Provide protective barriers at bases to prevent tripping by pedestrians.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

- C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- D. 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.

- E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

3.2 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

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. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings/Specifications.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touchup signs so they are legible at all times.

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 Section 01 73 00 "Execution."

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.3 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.
- 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.
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Comply with requirements specified in Section 01 56 39 "Temporary Tree and Plant Protection."
- F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As indicated on Drawings.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- J. 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 site.

3.4 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. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 56 36 – TEMPORARY SECURITY ENCLOSURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Related Requirements:
 - 1. Section 01 10 00 “Summary of Work”
 - 2. Section 01 56 39 “Temporary Tree and Plant Protection”

1.2 SECTION INCLUDES

- A. Temporary construction barriers, enclosures and passageways.
 - 1. Dust and debris barriers.
 - 2. Security barriers.
 - 3. Temporary chain link fencing.
- B. Protection of completed Work.
- C. Removal of construction facilities and temporary controls.

1.3 CODES AND REGULATIONS

- A. Fire Regulations: Comply with requirements of fire authorities having jurisdiction.
- B. Safety Regulations: Comply with requirements of all applicable Federal, State and local safety rules and regulations. Contractor shall be solely responsible for jobsite safety.
- C. Barricades and Barriers: As required by governing authorities having jurisdiction, provide substantial barriers, guardrails and enclosures around Work areas and adjacent to embankments and excavations for protection of workers and the public.

1.4 PROTECTION OF EXISTING CONDITIONS

- A. Protection of Adjacent Facilities: Contractor shall restrict Work to limits indicated on the Drawings and as specified in Section 01 10 00 - Summary of Work: Protect existing, adjacent facilities and trees from damage, including soiling and debris accumulation.

1.5 MAINTENANCE OF CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- A. Maintenance: Use all means necessary to maintain temporary barriers and enclosures in proper and safe condition throughout progress of the Work.
- B. Replacement: In the event of loss or damage, promptly restore temporary barriers and enclosures by repair or replacement at no change in the Contract Sum or Contract Time.

1.6 TEMPORARY BARRIERS AND ENCLOSURES

- A. Temporary Barriers, General: Provide temporary fencing, barriers and guardrails as necessary to provide for public safety, to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
 - 1. Refer to temporary fencing and phasing plan in the Drawings. Comply with requirements indicated.
 - 2. Note requirements for continued occupancy and use of existing buildings and site areas during construction.
 - 3. Comply with applicable requirements of Louisiana Building Code and authorities having jurisdiction, including industrial safety regulations. Review requirements with Owner's Representative.
 - 4. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting.
 - 5. Paint temporary barriers and enclosures with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard.
 - 6. Where appropriate and necessary, provide warning lighting, including flashing red or amber lights.
- B. Temporary Chain-Link Fencing: Provide temporary portable chain-link fencing.
 - 1. Portable Chain-Link Fencing: Minimum 2-inches, 9-gauge, galvanized steel or aluminum, chain-link fabric fencing; minimum 6-feet high with galvanized steel pipe posts; minimum 2-3/8-inches- OD line posts and 2-7/8-inches-OD corner and pull posts, with 1-5/8-inches-OD top and bottom rails.
 - a. Provide concrete or galvanized steel bases for supporting posts.
 - b. Provide protective barriers at bases to prevent tripping by pedestrians.

- C. Temporary Partitions: Erect and maintain temporary partitions and temporary closures to limit dust and dirt migration, including migration into existing facilities, to separate areas from fumes and noise and to maintain fire-rated separations.
- D. Landscape Barriers: Provide barriers around trees and plants designated to remain. Coordinate with requirements specified in Section 01 56 39 – Temporary Tree and Plant Protection.
1. Locate barriers as directed outside of drip lines of trees and plants.
 2. Protect entire area under trees against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.
 3. Contractor shall pay all costs to restore trees and plants within barriers that are damaged by construction activities. Restoration shall include replacement with plant materials of equal quality and size. Costs shall include all fines, if any, levied by authorities having jurisdiction.
- E. Barricades, Warning Signs and Lights, General: Comply with standards and code requirements for erection of structurally adequate barricades. Paint barricades with appropriate colors, graphics and warning signs to inform personnel and the public when protecting them against a hazard. Where appropriate and needed provide lighting, including flashing red or amber lights.
- F. Security Closures and Lockup: Provide substantial temporary closures of openings in exterior surfaces and interior areas as appropriate to prevent unauthorized entrance, vandalism, theft and similar violations of security. Provide doors with self-closing hardware and locks.
1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- G. Temporary Access, Passage and Exit Ways: Construct temporary stairs, ramps, and covered walkways, with related doors, gates, closures, guardrails, handrails, lighting and protective devices, to maintain access and exit ways to existing facilities to remain operational.
2. The design and location of temporary construction shall be by Contractor, subject to review by Owner's Representative and authorities having jurisdiction.
 3. Provide temporary lighting, illuminated interior exit signage, non-illuminated directional and instructional signage, as required.

4. Temporary measures shall suit and connect to existing building systems, and shall be approved by Owner's Representative and authorities having jurisdiction.

1.7 PROTECTION OF INSTALLED WORK

- A. Protection of Installed Work, General: Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- B. Protective Coverings: Provide protective coverings at walls, projections, jambs, sills, and soffits of openings as necessary to prevent damage from construction activities, such as coatings applications, and as necessary to prevent other than normal atmospheric soiling.
- C. Traffic Protection:
 1. Provide temporary covers of plywood, reinforced kraft paper or temporary rugs and mats, as necessary. Temporary covers shall not slip or tear under normal use nor shall they be a tripping hazard.
 2. Prohibit traffic and storage on landscaped areas.
 3. Protect newly fine graded, seeded and planted areas with barriers and flags to designate such areas as closed to pedestrian and vehicular traffic.

1.8 REMOVAL OF TEMPORARY BARRIERS AND ENCLOSURES

- A. Removal of Temporary Barriers and Enclosures: Unless otherwise mutually agreed by Owner's Representative and Contractor, remove temporary materials, equipment, services, and construction prior to Substantial Completion review.
- B. Cleaning and Repairs: Clean and repair damage, soiling and marring caused by installation or use of temporary barriers and enclosures.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION 01 56 36

SECTION 01 56 39 – TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1.1 SCOPE OF STANDARDS

- A. This standard provides general guidance concerning the specific preferences of the Owner for Temporary Tree Protection.

1.2 SUMMARY

- A. This Section tree includes preservation procedures including:
 1. Establishing adequate tree protection fencing.
 2. Raising low limbs by cabling, trimming or tying to allow access through existing roads and to allow access around the site.
 3. Containing concrete and other chemicals to specific washout areas away from root zones.
 4. Limiting liming of soil to a maximum distance of 10' from any tree drip line.

1.3 QUALITY ASSURANCE

- A. The work of this section shall be performed by a company which specializes in the type of tree preservation work required for this Project, with successful experience and shall be performed by skilled workmen thoroughly experienced in the necessary crafts.

1.4 WARRANTY

- A. Comply with General Conditions and Warranties.

PART 2 - PRODUCTS

2.1 UNAUTHORIZED MATERIALS

- A. Materials and products required for work of this section shall not contain polychlorinated biphenyls (PCB) or other hazardous materials identified by the Louisiana Department of Health.

2.2 ACCEPTABLE MANUFACTURERS

- A. Products of the manufacturers specified in this section establish the minimum aesthetic, functional and quality standards required for the work of this section.

PART 3 - EXECUTION

3.1 TREE PRESERVATION GUIDELINES

A. Damaging Conditions not allowed:

1. All trees on site are to be preserved. The Critical Root Zone (CRZ) of each tree should be determined by the Contractor. Tree protection fencing shall be placed at the extent of the CRZ and shall not be moved for the duration of the project.
2. It should be determined by the Contractor what pruning will be required to accommodate equipment. Pruning shall be done by a Certified Arborist at the Contractor's expense.
3. Prevent compaction of root zone areas by foot and vehicular traffic and material storage.
 - a. Soil compaction, one of the leading contributors to tree decline and death associated with construction, can be controlled with the use of adequate tree protection fencing and mulching.
 - b. Minimum tree protection fencing should include the area from the tree trunk out to the canopy drip line or CRZ.
4. Prevent poisoning by pouring or spilling chemicals including gasoline, oil, paint, concrete and other injurious materials on or near root zone areas.
5. Prevent damage by improper pruning techniques or contact from any equipment.
6. Prevent damage from lack of moisture during periods without adequate natural rainfall, or from changing the natural drainage patterns. Supplemental irrigation may be required.
7. Prevent change in soil pH caused by the addition of lime in root zones by direct application or concrete waste. After protection fences are removed, no soil or fill should be added within root zone.
8. Prevent change in grade. No change in grade with CRZ should occur. Grade change outside of CRZ should be limited to a maximum of 3" cut or fill.
9. If damage occurs to protected trees or trees become stressed as a result of the construction process, remediation measures shall be recommended by Certified Arborist and implemented at the Contractor's expense. If pruning is required, this shall be done only by or under the oversight of an Certified Arborist.

B. Protection Procedures:

1. Limit construction access by placing temporary tree protection fencing around trees to be preserved (See A1 above). Fence location should be inspected regularly to maintain integrity of protection.
 - a. Fencing should be placed as far out from the tree trunk as possible, a minimum distance to include the branch drip line or CRZ. And should be installed and removed by hand.
 - b. In areas where construction access is required, the natural grade can be protected from compaction by placing a blanket of mulch 6 – 12" deep over ¾" plywood over natural grade. This should be removed by hand, using no equipment after the project is completed.
2. Any work, excavation or grading required within the protected root zone areas should be limited to 3" cut or fill, with no roots over ¾" in diameter being cut.

- a. Work in root zone areas where roots exceed ¾" diameter should be done by hand, including grading, landscaping and irrigation installation. An air spade should be used in areas where a trench is required across or through CRZ.
3. Route underground utility lines around root zone areas as a first priority; second priority, air spade; third priority, bore at a minimum depth of 3' to eliminate open cuts through root zones.
 - a. When it is not possible to re-route, air spade, or to bore under the root system, hand dig to preserve roots ¾" or larger. Air spade is required where applicable.
4. When, excavating with a backhoe in tree root zone areas is unavoidable, cut roots along the edge of the required excavation point using a conventional trenching machine. (Depth of trench should be limited to the depth of the required excavation for installation of the utility or 3', whichever is less.). This helps reduce the number of roots damaged by the ripping and tearing of the backhoe.
 - a. Make a clean, smooth cut on roots using a saw or pruning shears and apply tree paint to roots immediately after damage has occurred.
5. Cover exposed roots within 48 hours during hot dry periods to protect the roots from drying out.
 - a. Deep root fertilize.
 - 1) Recommended fertilizers – 3-1-1 or 2-1-1 ratio; the nitrogen content should be no more than 50% water soluble.
 - 2) Remove any mulch by hand without using machinery.
 - 3) Apply approximately one (1) pound nitrogen per 1,000 square foot.
 - 4) Broadcast uniformly under the drip line of the tree and extend out approximately 10' beyond the drip line.
 - 5) Replace the mulch.
 - 6) Irrigate sufficiently to activate the fertilizer; approximately 1" should be applied in the absence of rain for three consecutive days.
6. During periods of minimal rainfall, supply supplemental moisture to damaged trees to help eliminate additional stress.
7. Wound dressing must be applied to pruning cuts or damage to trunks or limbs, on all oak trees within 15 minutes of damage.

A. Cautions:

1. The area of soil from the branch drip line to the tree trunk is considered the most important part of the tree feeder root zone area that should be protected from disturbance.
 - a. When possible, 10' beyond the drip line should also be protected.
2. Request consultation with the Owner before any disruption to the campus landscape.

3.2 TREE PRESERVATION PROCEDURES

B. Tree Protection Fencing:

1. Tree protection fencing should be installed to protect all tree root zone areas adjacent to areas of construction activity as designated on the site plan.
 - a. Tree protection fences should be installed to protect root zones as well as low growing limbs which exist adjacent to the construction and materials storage areas.
2. Tree protection fencing should be installed prior to any site activity and should remain in place in its original location until construction is complete and as authorized by the Owner.
3. Access into protected root zone areas should be prohibited.
 - a. Any necessary access into protected root zone areas should be approved by the Owner.

3.3 TREE SERVICES

A. Tree Limb Trimming:

1. Trees located adjacent to the construction access route to the construction site should be pruned by ISA Certified Arborist to allow access of vehicles hauling construction materials.
 - a. Raising low limbs temporarily by using ropes to tie limbs up may be an alternative to trimming.

3.4 FAILURE TO PRESERVE TREES

- A. Trees that are designated to remain, which become damaged or die, shall be reviewed by the Owner's Representative prior to tree replacement. (NOT INCLUDING SIGNIFICANT TREES.).
- B. If the Contractor damages or destroys an existing tree, shrub and/or groundcover which he/she has been directed to preserve due to failure to comply with Specifications and Drawings, the Contractor shall replace it with trees at twelve (12) foot height, shrubs at twenty-four (24) inch height and groundcovers at one (1) gallon containers spaced at eighteen (18) inches on center with same plant species, size and grade, with a healthy tree and/or shrub acceptable to the Owner, and the contractor shall guarantee that the tree, shrub and/or groundcover shall live for a period of one (1) year from Owner's Acceptance.
- C. The Owner shall charge the Contractor damages to any SIGNIFICANT EXISTING TREE (twelve (12) inch caliper and larger) as measured 3' above lowest grade immediately adjacent to said tree. The Owner shall charge the Contractor at the rate of one hundred (100) dollars per square inch of damaged area. The following are examples of damage to a tree above and below ground surface: scrapes and other abrasions penetrating to the cambium layer of the main or lateral stem, splits in the bark and between main stem and lateral stems, rips, shredding, gouges, cuts, avulsions of tree parts, and dents. The calculated value of the

significant tree, as described above, shall be deducted from the contract amount. It is the Contractor's responsibility to notify the Owner immediately after damage has occurred.

- D. The Owner shall charge the Contractor the following rates for destroyed existing trees, which cannot be replaced: \$100.00 per square inch of cross sectional area measured three (3) feet above existing grade for trees up to and including six (6) inch caliper; and at the rate of \$200.00 per square inch of cross sectional areas measure three (3) feet above existing grade for trees between seven (7) to eleven (11) inch caliper. This amount shall be credited to the Owner. (NOT INCLUDING SIGNIFICANT TREES TWELVE (12) INCH CALIPER AND LARGER).
- E. Remove any damaged and destroyed trees from the site. All trees are not to be removed unless evaluated by the Architect prior to being cut down and removed from the site. Grub stumps and repair the ground surface. All costs shall be borne by the Contractor.

END OF SECTION 01 56 39

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
1. Construction layout.
 2. Field engineering and surveying.
 3. Installation of the Work.
 4. Cutting and patching.
 5. Coordination of Owner-installed products.
 6. Progress cleaning.
 7. Starting and adjusting.
 8. Protection of installed construction.

1.2 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. 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.
 2. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching.

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. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. 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.
- 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. Existing Utility Information: Furnish information to local utility or Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. 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 according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- B. Benchmarks: Establish and maintain a minimum of two (2) permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- C. Survey: On completion of major site improvements, and other work requiring field-engineering services, prepare a survey showing dimensions, locations, angles, and elevations of construction and site work.
 - 1. Recording: At Substantial Completion, provide the final property survey As-Built.

3.5 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.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to 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. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 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. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.

- D. 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.
- E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, 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. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. 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.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed.

3.7 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 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- 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. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- G. 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.
- H. 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.
- I. 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.
- 3.8 STARTING AND ADJUSTING
- A. Operate components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
 - B. Adjust equipment for proper operation.

3.9 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.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01 73 00

SECTION 01 73 29 - CUTTING AND PATCHING

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 procedural requirements for cutting and patching.

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 surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- A. 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.
- B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching.

1.5 WARRANTY

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials 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 match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect 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.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut 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. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, 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 as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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 eliminate 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.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 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 Sections:
 - 1. Section 01 29 00 "Payment Procedures".
 - 2. Section 01 32 33 "Photographic Documentation".
 - 3. Section 01 78 39 "Project Record Documents".

1.2 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.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 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 ten (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, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 5. Submit test/adjust records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 6. Advise Owner of any changeover in utilities.
 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools and similar elements.
 8. Complete final cleaning requirements, including touchup painting.

9. 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 ten (10) 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. Reinspection: Request reinspection 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.

1.6 FINAL COMPLETION PROCEDURES

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 01 29 00 "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.

4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 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. Organize list of spaces in sequential order.
2. Submit list of incomplete items in the following format:
 - a. PDF electronic file and four (4) paper copies unless otherwise indicated. Architect will return two (2) copies.

1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

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 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. Remove labels that are not permanent.
 - h. Wipe surfaces of mechanical and electrical equipment if any and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - i. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - j. Leave Project clean and ready for occupancy.

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. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
1. Operation and maintenance documentation directory.
 2. Operation manuals for systems, subsystems, and equipment.
 3. Product maintenance manuals.
 4. Systems and equipment maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 2. Four (4) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return copies.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. 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.
- C. Title Page: Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Architect.
 7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 8. Cross-reference to related systems in other operation and maintenance manuals.
- D. 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.
- E. 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.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-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. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. 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 storage media for computerized electronic equipment.
4. 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.

2.2 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. Use designations for systems and equipment indicated on Contract Documents.
 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. Piped system 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. Use designations for products indicated on Contract Documents.
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. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUALS

- 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.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- 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 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 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.
 - 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 video recording, 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.
- 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.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. 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.
- C. 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.
- D. 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.
- E. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 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.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit one (1) color paper-copy set(s) of marked-up record prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of mark-ups are acceptable.
 - b. Final Submittal:
 - 1) Submit one (1) color paper-copy set(s) of marked-up record prints. Print each drawing, whether or not changes and additional information were recorded.
 - 2) Submit PDF electronic files of color scanned record prints.
 - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of mark-ups are acceptable.
- B. Record Specifications: Submit one paper copy or annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy or annotated PDF electronic files and directories 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. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

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. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy or annotated PDF electronic file.

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 paper copy, annotated PDF electronic files or scanned PDF electronic file(s) of marked-up paper copy of 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 paper copy, annotated PDF electronic files or scanned PDF electronic file(s) of marked-up paper copy of Product Data.

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 017839

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems and subsystems installed.
 - 2. Training in troubleshooting and maintenance of systems and subsystems installed under Sections 33 39 13.61 "Plumbing Manhole Relining" and 22 01 10.62 "Plumbing Piping Relining."

1.2 CLOSEOUT SUBMITTALS

- A. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals.

1.3 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system.
- 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 as applicable to the system or component:
 - 1. Operations: Include the following, as applicable:
 - a. Routine and normal operating instructions.
 - 2. Troubleshooting: Include the following:
 - a. Diagnostic instructions.

- b. Test and inspection procedures.
- 3. 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.
- 4. 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 training manual organized in coordination with requirements in Section 01 78 23 "Operation and Maintenance Data."

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times.
 - 1. Schedule training with Owner with at least seven (7) calendar days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

END OF SECTION 01 79 00

DIVISION 2

SITE CONSTRUCTION

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SECTION 02 41 00 - DEMOLITION

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 the following:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.
- B. Related Sections:
 - 1. Section 01 10 00 "Summary of Work".
 - 2. Section 01 31 00 "Project Management and Coordination".
 - 3. Section 01 32 33 "Photographic Documentation".
 - 4. Section 01 50 00 "Temporary Facilities and Controls".
 - 5. Section 01 73 29 "Cutting and Patching".

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

1.5 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's and clients on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
 - 5. Means of protection for items to remain and items in path of waste removal from building.
 - 6. Method of providing on-site security.
- B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- C. Predemolition Photographs or Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Comply with Section 01 32 33 "Photographic Documentation." Submit before Work begins.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

- D. Predemolition Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination."
- E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 4. Review areas where existing construction is to remain and requires protection.
 - 5. Review procedures for site security and work site access.

1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
 - 1. Comply with requirements specified in Section 01 10 00 "Summary of Work."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect in writing of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify both Architect and Owner in writing.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities and life safety components in service during selective demolition operations.

1.8 WARRANTY

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Owner and Architect.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or preconstruction videotapes.
 - 1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
 - 1. Comply with requirements for existing services/systems interruptions specified in Section 01 10 00 "Summary of Work."

- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Cut off pipe or conduit to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Section 01 50 00 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection by Authority Having Jurisdiction required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 3. Cover equipment or any other items that have not been removed.
 - 4. Comply with requirements for temporary enclosures, run-off control specified in Section 01 50 00 "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain **fire watch and** portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Store items in a secure area until delivery to Owner. Verify location with Owner.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete. Coordinate location with Owner.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove all debris from work site daily to Staging Area.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 00

DIVISION 22

PLUMBING

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SECTION 22 01 10.16 – VIDEO PIPING INSPECTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. After cleaning and root removal, the manhole sections shall be visually inspected by means of closed-circuit television. The inspection shall be done one manhole section at a time and the flow in the section being inspected shall be suitably controlled as specified. All CCTV inspections shall be performed in accordance with PACP standards including the specific date and time of inspection.
- B. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the independent third party inspector; and if unsatisfactory, equipment shall be removed and no payment will be made for an unsatisfactory inspection.
- C. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole.
- D. When manually operated winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to insure good communications between members of the crew.
- E. The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the independent third party inspector.
- F. Documentation of the television results shall be as follows:
 - 1. Television Inspection Logs: Electronic media location records shall be kept by the Contractor and will clearly show the location, by distance in 1/10 of a foot, from the manhole wall, in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other points of significance such as locations of building sewers, unusual conditions, roots, storm sewer connections, cracks, fractures, broken pipe, presence of scale and corrosion, and other discernible features, as defined in the

PACP defect codes, will be recorded on electronic media and a copy of such records will be supplied to the Owner.

2. Digital photographs of the pipe condition and all defects shall be taken by the Contractor. Photographs shall be located by distance in 1/10 of a foot, from the manhole wall, in relation to an adjacent manhole.
3. Electronic media recordings: The purpose of electronic media recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed by the Owner. Each original electronic media recording of conditions and defects will be delivered to the Customer upon completion of a specific line section.
4. All CCTV Inspections shall be performed by CCTV personnel who are trained and certified in the use of NASSCO's Pipeline Assessment and Certification Program (PACP)©.

END OF SECTION 22 01 10.16

SECTION 22 01 10.51 – PLUMBING PIPING CLEANING

PART 1 - GENERAL

1.1 SUMMARY

- A. The intent of sewer line cleaning is to remove foreign materials from the lines and restore the sewer to a minimum of 95% of the original carrying capacity or as required for proper seating of internal pipe joint sealing packers. Since the success of the other phases of work depends a great deal on the cleanliness of the lines, the importance of this phase of the operation is emphasized. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean those specific manhole sections.
- B. Cleaning Equipment:
1. **Hydraulically Propelled Equipment:** The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property shall be taken.
 2. **High-Velocity Jet (Hydrocleaning) Equipment:** All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel. The NASSCO Jetter Code of Practice shall be consulted as a guide for the selection of different type nozzles and recommended pressure applications for various cleaning requirements.
 3. **Mechanically Powered Equipment:** Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat treated steel. To insure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

- C. **Cleaning Precautions:** During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to insure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. Contractor shall provide and use an approved double check backflow assembly to connect to the fire hydrant. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

- D. **Sewer Cleaning:** The designated sewer manhole sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of lines at the time the work commences. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.

- E. **Root Removal:** Roots shall be removed in the designated sections where root intrusion is a problem. Special attention should be used during the cleaning operation to assure almost complete removal of roots from the joints. Any roots which could prevent the seating of a packer or could prevent the proper application of chemical sealants shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment may be used at the option of the Contractor.

- F. **Chemical Root Treatment:** To aid in the removal of roots and at the option of the Contractor, manhole sections that have root intrusion may be treated with an approved herbicide. The application of the herbicide to the roots shall be done in accordance with the manufacturer's recommendations and specifications in such a manner to preclude damage to surrounding vegetation. Any damaged vegetation so designated by the Engineer shall be replaced by the Contractor at no additional cost to the Owner. All safety precautions as recommended by the manufacturer shall be adhered to concerning handling and application of the herbicide.

END OF SECTION 22 01 10.51

SECTION 22 01 10.62 – PLUMBING PIPE RELINING

PART 1 - GENERAL

1.1 SUMMARY

- A. These Specifications include the minimum requirements for the rehabilitation of sanitary sewer pipelines by the installation of Cured-In-Place Pipe (CIPP) within the existing, deteriorated pipe as shown on the plans included as part of these contract documents.
- B. The rehabilitation of pipelines shall be done by the installation of a resin-impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, jointless and water-tight new pipe within a pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor.
- C. Neither the CIPP system, nor its installation, shall cause adverse effects to any of the Owner's processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the Owner and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements. The Contractor shall cleanup, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property owners or tenants.
- D. Contractor shall provide an independent third party inspector to perform inspections during the installation of the CIPP. Testing and warranty inspections shall be executed by the independent third party inspector. Contractor shall include the cost of the independent third party inspector in the lump sum bid.
- E. The price submitted by the Contractor, shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and installing, complete in place, CIPP in accordance with these specifications. All items of work not specifically mentioned herein which are required to make the product perform as intended and deliver the final product as specified herein shall be included in the respective lump sum price.

1.2 DESCRIPTION OF WORK AND PRODUCT DELIVERY

- A. These Specifications cover all work necessary to furnish and install, the (CIPP). The

Contractor shall provide all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of sewage flows, cleaning and television inspection of sewers prior to lining, liner installation, reconnection of service connections, all quality controls, provide samples for performance of required material tests, final television inspection after lining is completed, testing of lined pipe system and warranty work, all as specified herein.

- B. The product furnished shall be a complete CIPP system including all materials, applicable equipment and installation procedures.
- C. The CIPP shall be continuous and jointless from manhole to manhole or access point to access point and shall be free of all defects that will affect the long term life and operation of the pipe.
- D. The CIPP shall fit sufficiently tight within the existing pipe so as to not leak at the manholes, at the service connections or through the wall of the installed pipe. If leakage occurs at the manholes or the service connections the Contractor shall seal these areas to stop all leakage using a material compatible with the CIPP as directed by the Owner at the lump sum bid price therefore in the Proposal. If leakage occurs through the wall of the pipe the liner shall be repaired or removed as recommended by the CIPP manufacturer. Final approval of the liner installation will be based on a leak tight pipe.
- F. The CIPP shall be designed for a life of 50 years or greater.
- F. The CIPP may be designed as a liner to rehabilitate the existing pipe or as a fully structural stand alone pipe-within-a-pipe. The installed CIPP shall withstand all applicable surcharge loads (soil overburden, live loads, etc.) and external hydrostatic (groundwater) pressure, for each specific installation location.
- G. The installed CIPP shall have a long term (50 year) corrosion resistance to the typical chemicals found in domestic sewage.
- H. All existing and confirmed active service connections and any other service laterals to be reinstated as directed by the Owner shall be re-opened robotically to their original shape and to 95% of their original capacity. All over-cut service connections will be properly repaired to meet the requirements of these specifications.
- I. All materials furnished, as part of this contract shall be marked with detailed product information, stored in a manner specified by the manufacturer and tested to the requirement of this contract.
- J. Testing and warranty inspections shall be executed by the Owner. Any defects found shall be repaired or replaced by the Contractor.

- K. The Contractor shall furnish all samples for product testing at the request of the Owner. The Owner shall take possession of the samples for testing and shall maintain the chain of custody, deliver the samples to an approved laboratory and pay for all material and product testing performed under this contract.

1.3 REFERENCES

- A. The following documents form a part of this specification to the extent stated herein and shall be the latest editions thereof (unless otherwise stated). Where differences exist between codes and standards, the requirements of these specifications shall apply.

ASTM -F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

ASTM -F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and inflate and Curing of a Resin-Impregnated Tube

ASTM -D543 Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents

ASTM -D638 Standard Test Method for Tensile Properties of Plastics

ASTM -D790 Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials

ASTM -D792 Standard Test Methods for Density and Specific Gravity of Plastics by displacement.

ASTM -F2019-03 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)

ASTM -D2122-98(2004) Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

ASTM -D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

ASTM -D3567-97(2002) Standard Practice for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings

ASTM -D3681 Standard Test Method for Chemical Resistance of “Fiberglass (Glass Fiber Reinforced Thermosetting Resin) Pipe in a Deflected Condition

ASTM -D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe

1.4 PERFORMANCE WORK STATEMENT (PWS) SUBMITTAL

- A. The Contractor shall submit, to the Owner, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the Owner, the PWS shall at a minimum contain the following:
1. Clearly indicate that the CIPP will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.
 2. Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-CCTV inspections, by-pass pumping, traffic control, installation procedure, method of curing, service reconnection, quality control, testing to be performed, final CCTV inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.
 3. Contractor's description of the proposed CIPP lining technology, including a detailed plan for identifying all active service connections maintaining service, during mainline installation, to each building connected to the section of pipe being lined, including temporary service if required by the contract.
 4. A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission. Each submittal shall contain a certification that no product used contains asbestos.
 5. A statement of the Contractor's experience. The Contractor shall have a minimum of three (3) years of continuous experience installing CIPP liners in pipe of a similar size, length and configuration as contained in this contract. A minimum of 150,000 linear feet of shop wet-out liner installation is required and minimum of 6 onsite wet-out installations are required as applicable to this contract. The lead personnel including the superintendent, the foreman and the lead crew personnel for the CCTV inspection, resin wet-out, the CIPP liner installation, liner curing and the robotic service reconnections must have a minimum of three (3) years of total experience with the CIPP technology proposed for this contract and must have demonstrated competency and experience to perform the scope of work contained in this contract. Provide a license or certificate verifying Manufacturer's/Licenser's approval of the lead individual. The name and experience of each lead individual performing work on this contract shall be submitted with the PWS.
 6. Engineering design calculations, in accordance with the Appendix of ASTM F-1216,

for each length of liner to be installed including the thickness of each proposed CIPP. It will be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all of the line sections. These calculations shall be performed and certified by a, qualified, Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications or has been pre-approved by the Owner.

7. Proposed manufacturers technology data shall be submitted for all CIPP products and all associated technologies to be furnished.
8. Submittals shall include information on the cured-in-place pipe intended for installation and all tools and equipment required for a complete installation. The PWS shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown. All equipment, to be furnished for the project, including proposed back-up equipment, shall be clearly described. The Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.
9. A detailed description of the Contractor's proposed procedures for removal of any existing blockages in the pipeline that may be encountered during the cleaning process.
10. A detailed notification plan shall be prepared and submitted including detailed staged notification to those buildings affected by the CIPP installation.

1.5 SUBMITTALS

- A. Product data submittals required for all CIPP proposed for installation under this contract shall include:
 1. Fabric Tube – including the manufacturer and description of product components. Furnish certification from the tube manufacturer that the tube is manufactured according to ISO 9002 certified procedures. The contractor shall submit certified information from the felt manufacturer on the nominal void volume in the fabric that will be filled with resin.
 2. Flexible membrane (coating) material – including recommended repair (patching) procedure if applicable.
 3. Raw Resin Data -including the manufacturer and description of product components. Furnish certification from the resin manufacturer that the resin is manufactured according to ISO 9002 certified procedures, that the cure schedule and process for this installation are approved.

4. Manufacturers' shipping, storage and handling recommendations for all components of the CIPP System.
 5. All MSDS sheets for all materials to be furnished for the project.
 6. Tube wet-out & cure method including:
 - a.) A complete description of the proposed wet-out procedure for the proposed technology.
 - b.) The Manufacturer's recommended cure method for each diameter and thickness of CIPP liner to be installed. The PWS shall contain a detailed curing procedure detailing the curing medium and the method of application.
- B. Certified statement, from the manufacturer, that the independent third party inspector is approved to evaluate the installation of the CIPP being installed. Also provide documentation of the inspector's experience and expertise to perform inspections on CIPP.

1.6 SAFETY

- A. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the work site.
- B. The Contractor shall perform all of the Work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces and with the equipment being utilized for pipe renewal.
- C. The Contractor shall submit a proposed Safety Plan to the Owner, prior to beginning any work, identifying all competent persons. The plan shall include a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with Contractor's submitted Safety Plan.
- D. Compensation for all work required for the submittal of the Safety Plan shall be included in the various pipelining items contained in the Proposal.

1.7 QUALITY CONTROL PLAN (QCP)

- A. A detailed quality control plan (QCP) shall be submitted to the Owner that fully represents and conforms to the requirements of these specifications. At a minimum the QCP shall include the following:
 - 1. A detailed discussion of the proposed quality controls to be performed by the Contractor.
 - 2. Defined responsibilities, of the Contractor's personnel, for assuring that all of the requirements, for this contract, are met. These shall be assigned, by the Contractor, to specific personnel.
 - 3. Proposed procedures for quality control, product sampling and testing shall be defined and submitted as part of the plan.
 - 4. Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form.
 - 5. A scheduled performance and product test result reviews between the Contractor and the Owner at a regularly scheduled job meeting.
- B. Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified in this contract and submitted with the QCP.
- C. Contractor shall provide an independent third party inspector to perform inspections during the installation and testing of the CIPP. The inspector shall be approved by the selected manufacturer. The inspector shall also be knowledgeable of industry practices and be employed by a firm which is regularly involved in evaluation of CIPP.

1.8 CIPP REPAIR/REPLACEMENT

- A. Occasionally installation of CIPP will result in the need to repair or replace a defective CIPP. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be as recommended by the CIPP system manufacturer and shall be submitted as part of the PWS.
- B. Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.
- C. Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of

these contract specifications.

- D. Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

1.9 AS-BUILT INFORMATION

- A. Contractor shall provide Engineer as-built information to be used for As-Built drawings, pre & post inspection videotapes and/or CD's by the Contractor within 2 weeks of final acceptance of said work or as specified by the Owner. As-built information will include the identification of the work completed by the Contractor; this as-built information shall be recorded on one set of Contract Drawings provided to the Contractor at the onset of the project.
- B. The as-built information recorded on Contract Drawings shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS, including the new diameter all mains with elevations, laterals showing clean-outs including elevations, or as agreed to by the Owner and the Contractor at the start of the Contract and shall be updated as the work is being completed, and shall be clearly legible.

1.10 WARRANTY

- A. The materials used for the project shall be certified by the manufacturer for the specified purpose. The manufacturer shall warrant the liner to be free from defects in raw materials for one (1) year from the date of installation and acceptance by the Owner. The Contractor shall warrant the liner installation for a period of one (1) year. During the Contractor warranty period any defect, which may materially affect the integrity, strength, function and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures included in Section 1.8 CIPP Repair/Replacement.
- B. After a pipe section has been lined and for a period of time up to one (1) year following completion of the project, the Owner may inspect all or portions of the lined system. The specific locations will be selected at random by the Owner and will include all sizes of CIPP from this project. If it is found that any of the CIPP has developed abnormalities since the time of "Post Construction Television Inspection," the abnormalities shall be repaired and/or replaced as defined in Section 1.8 CIPP Repair/Replacement. If, after inspection of a portion of the lined system under the contract, problems are found, the Owner may televise all the CIPP installed on the contract. All verified defects shall be repaired and/or replaced by the Contractor and shall be performed in accordance with Section 1.8 CIPP Repair/Replacement and per the original specifications, all at no

additional cost to the Owner.

PART 2 PRODUCTS

2.1 MATERIALS

- A. The CIPP System must meet the chemical resistance requirements of these contract documents.
- B. All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the Owner. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

2.2 FABRIC TUBE

- A. The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813 & ASTM F2019. The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections. The contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.
- B. The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
- C. The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner so

that the liner can be installed in a tight-fitted condition.

- D. The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wetout) procedure.
- E. No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the felt fabric and the activated resin containing a colorant.
- F. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.
- G. Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.
- H. The outside of the fabric tube shall be marked every 5 feet with the name of the manufacturer or CIPP system, manufacturing lot and production footage.
- I. The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.
- J. The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

2.3 RESIN

- A. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

2.4 STRUCTURAL REQUIREMENTS

- A. The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein:
- B. The CIPP shall be designed as per ASTM standards. The CIPP design shall assume no bonding to the original pipe wall.
- C. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 33% of the initial design flexural modulus as determined by ASTM D-790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.
- D. The cured pipe material (CIPP) shall, at a minimum, meet or exceed the structural properties, as listed below.

2.5 MINIMUM PHYSICAL PROPERTIES

Property	Test Method	Cured Composite Per ASTM F1216	Cured Composite Per Design
Flexural Modulus of Elasticity (Short Term)	ASTM D-790	250,000 psi	Contractor Value
Flexural Strength (Short Term)	ASTM D-790	4,500 psi	Contractor Value

- A. The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer (see Section 1.5) and in accordance with the Design Equations contained in the appendix of the ASTM standards, and the following design parameters:

Design Safety Factor	2.0 (1.5 for pipes 36" or larger)
Creep Retention Factor	33%
Ovality	2% or as measured by field inspection
Constrained Soil Modulus	Per AASHTO LRFD Section 12 and AWWA Manual M45

Groundwater Depth	As specified
Soil Depth (above the crown)	As specified or indicated on the Plans
Live Load	Maintenance Vehicles
Soil Load (assumed)	120 lb/cu. Ft.
Minimum service life	50 years

- B. The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system. Certified material test results shall be included that confirm that all materials conform to these specification and/or the pre-approved system. Materials not complying with these requirements will be rejected.

PART 3 INSTALLATION

3.1 CONSTRUCTION REQUIREMENTS

- A. Preparation, cleaning, inspection, sewage by-passing and owner notification. The Contractor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions, that will affect the installation and the final CIPP product delivery to the Owner, shall be removed and properly disposed of.
- B. The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a jointless and continuous structurally sound liner able to withstand all imposed static and dynamic loads on a long-term basis.
- C. The Contractor may, under the direction of the Owner, utilize any of the existing manholes in the project area as installation access points.
- D. Cleaning of Pipe Lines -The Contractor shall remove all internal debris from the pipe line that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. Moving material from manhole section to manhole section shall not be allowed. As applicable, the contractor shall either plug or install a flow bypass pumping system to properly clean the pipe lines. Precaution shall be taken, by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor. The Owner will designate a site for the disposal of all debris removed, from the Owner's sewer system, as a direct result of the cleaning operation. Unless otherwise specified by the Owner, the Contractor shall dispose of all

debris at no charge.

- E. By-passing Existing Sewage Flows -The Contractor shall provide for the flow of existing mainline and service connection effluent around the section or sections of pipe designated for CIPP installation. Service connection effluent may be plugged only after proper notification to the affected building(s) and may not remain plugged overnight. Installation of the liner shall not begin until the Contractor has installed a sewage by-pass system and all pumping facilities have been installed and tested under full operating conditions including the bypass of mainline and side sewer flows. Once the lining process has begun, existing sewage flows shall be maintained, until the resin/felt tube composite is fully cured, cooled down, full televised and the CIPP ends finished. The Contractor shall coordinate sewer bypass and flow interruptions with the Owner at least 14 days in advance. The pump and bypass lines shall be of adequate capacity and size to handle peak flows. The Contractor shall submit a detail of the bypass plan and design to the Owner before proceeding with any CIPP installation.
- F. Contractor shall perform post-cleaning video inspections of the pipelines. Only PACP certified personnel trained in locating breaks, obstacles and service connections by closed circuit television shall perform the inspection. The Contractor shall provide the Owner a copy of the post-cleaning video and suitable log, and/or in digital format for review prior to installation of the CIPP and for later reference by the Owner.
- G. Line Obstructions -It shall be the responsibility of the Contractor to clear the line of obstructions that will interfere with the installation and long-term performance of the CIPP. If pre-installation inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit proper installation of the CIPP, the Contractor may be directed by the Owner to correct the problem(s) prior to lining by utilizing open cut repair methods. Removal of any previously unknown obstructions shall be considered as a changed condition. The cost of removal of obstructions that appeared on pre-bid video documentation and made available to the Contractor, prior to the bid opening, shall be included in the lump sum price in accordance with the contract documents.
- H. The Contractor shall be allowed the use water from an owner-approved fire hydrant in the project vicinity. Contractor shall provide and use an approved double check backflow assembly to connect to the fire hydrant.

3.2 INSTALLATION OF LINER

- A. The CIPP Liner shall be installed and cured in the host pipe per the manufacturer's specifications as described and submitted in the PWS.
- B. CIPP installation shall be in accordance with the applicable ASTM standards with the

following modification:

- 1) The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- 2) Prior to installation and as recommended by the manufacturer remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
- 3) Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles. The manufacturer's recommended cure schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.

3.3 COOL DOWN

- A. The Contractor shall cool the CIPP in accordance with the approved CIPP manufacturer's recommendations as described and outlined in the PWS.
- B. Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP System manufacturer's recommendations.

3.4 FINISH

- A. The installed CIPP shall be continuous over the entire length of a sewer line section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and de-lamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.
- B. Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense, in accordance with the procedures submitted under Section 1.8 CIPP Repair/Replacement.
- C. The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.

- D. If any of the service connections leak water between the host pipe and the installed liner, the connection mainline interface shall be sealed to provide a water tight connection.
- E. If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacture of the CIPP system.

3.5 MANHOLE CONNECTIONS AND RECONNECTIONS OF EXISTING SERVICES

- A. A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole walls in accordance with the CIPP System manufacturer's recommendations.
- B. Existing services shall be internally or externally reconnected unless indicated otherwise in the contract documents.
- C. Reconections of existing services shall be made after the CIPP has been installed, fully cured, and cooled down. It is the CONTRACTOR'S responsibility to make sure that all active service connections are reconnected.
- D. External reconections are to be made with a tee fitting in accordance with CIPP System manufacturer's recommendations. Saddle connections shall be seated and sealed to the new CIPP using grout or resin compatible with the CIPP.
- E. A CCTV camera and remote cutting tool shall be used for internal reconections. The machined opening shall be at least 95 percent of the service connection opening and the bottom of both openings must match. The opening shall not be more than 100 percent of the service connection opening. The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris.
- F. In the event that service reinstatements result in openings that are greater than 100 percent of the service connection opening, the Contractor shall install a CIPP type repair, sufficiently in size to completely cover the over-cut service connection. No additional compensation will be paid for the repair of over-cut service connections.
- G. Coupons of pipe material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site. Coupons must be accounted for and may not be allowed to pass through the system.

3.6 TESTING OF INSTALLED CIPP

- A. The physical properties of the installed CIPP shall be verified through field sampling and laboratory testing. All materials for testing shall be furnished by the Contractor to the

Owner for testing. All offsite materials testing shall be performed at the Owner's expense, by an independent third party laboratory selected by the Owner as recommended by the CIPP manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.

- B. The Contractor shall provide samples for testing to the independent third party inspector from the actual installed CIPP liner. Samples shall be provided, at a minimum from one location per 1000 linear feet of CIPP installed. The sample shall be cut from a section of cured CIPP that has been inverted or pulled through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags. All curing, cutting and identification of samples will be witnessed by the independent third party inspector and transmitted by the independent third party inspector to the testing laboratory.
- C. The laboratory results shall identify the test sample location as referenced to the nearest manhole and station. Final payment for the project shall be withheld pending receipt of and approval of the test results. If properties tested do not meet minimum requirements, the CIPP shall be repaired or replaced by the Contractor, at no additional cost to the Owner. In the event of a test failure, retesting shall be performed by the original testing facility and shall be at the Contractor's expense.
- D. Hydraulic Capacity -Overall, the hydraulic capacity shall be maintained as large as possible. The installed CIPP shall at a minimum be equal to the full flow capacity of the original pipe before rehabilitation. In those cases where full capacity cannot be achieved after liner installation, the Contractor shall submit a request to waive this requirement, together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- E. The installed CIPP thickness shall be measured for each line section installed. If the CIPP thickness does not meet that specified in the contract and submitted as the approved design by the Contractor then the liner shall be repaired or removed. The liner thickness shall have tolerance between minus 5% and plus 10%.
- F. All installed CIPP shall be tested for exfiltration. The exfiltration test shall be conducted by isolating the section under test, filling the sewer to an elevation not less than four (4) feet above the invert or to the bottom of the manhole cover frame. A soaking period of up to 1 hour will be allowed. At the end of this soaking period, the manhole shall be refilled with water and the test begun. Exfiltration shall be limited to three hundred (300) gallons per inch diameter per mile per day. Repairs and adjustments necessary due to extenuating circumstances (i.e. pipe joint, liner, plug sealing) should be made. Retesting shall proceed until a satisfactory test is obtained.

- G. All costs, to the Contractor, associated with providing cured CIPP samples for testing shall be included in the Lump Sum price bid for Mobilization. Payment for all testing by a laboratory will be paid for, by the Owner, directly to the laboratory.

3.7 FINAL ACCEPTANCE

- A. All CIPP sample testing and repairs to the installed CIPP as applicable shall be completed, before final acceptance, meeting the requirements of these specifications and documented in written form.
- B. The Contractor shall perform a detailed closed-circuit television inspection in accordance with ASTM standards, in the presence of the independent third party inspector after installation of the CIPP liner and reconnection of the side sewers. A radial view (pan and tilt) TV camera shall be used. The camera shall be panned 360 degrees around the circumference of the pipe and along the wall of the finished pipe at 10 foot intervals. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects. Unedited digital documentation of the inspection shall be provided to the Owner within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges. If post installation inspection documentation is not submitted within Ten (10) working days of the liner installation, the Owner may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost. Immediately prior to conducting the closed circuit television inspection, the Contractor shall thoroughly clean the newly installed liner removing all debris and buildup that may have accumulated. Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewage from entering the line during the inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.
- C. Where leakage is observed through the wall of the pipe, the contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify the leak-proof integrity of the installed CIPP to the satisfaction of the Owner.

END OF SECTION

SECTION 22 05 00 - COMMON WORK RESULTS FOR PLUMBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Piping materials and installation instructions common to most piping systems.
 - 2. Transition fittings.
 - 3. Mechanical sleeve seals.
 - 4. Sleeves.
 - 5. Grout.
 - 6. Plumbing demolition.
 - 7. Equipment installation requirements common to equipment sections.
 - 8. Painting and finishing.
 - 9. Concrete bases.
 - 10. Supports and anchorages.

1.3 DEFINITIONS

- A. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- B. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.
- C. The following are industry abbreviations for plastic materials:
 - 1. ABS: Acrylonitrile-butadiene-styrene plastic.
 - 2. CPVC: Chlorinated polyvinyl chloride plastic.
 - 3. PE: Polyethylene plastic.
 - 4. PVC: Polyvinyl chloride plastic.
- D. The following are industry abbreviations for rubber materials:
 - 1. EPDM: Ethylene-propylene-diene terpolymer rubber.

2. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For the following:

1. Transition fittings.
2. Dielectric fittings.
3. Mechanical sleeve seals.
4. Escutcheons.

(Each submittal shall contain a certification that no product used contains asbestos.)

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.
- B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.6 COORDINATION

- A. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 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 manufacturers specified.
 2. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 PIPE, TUBE, AND FITTINGS

- A. Refer to individual Division 22 piping Sections for pipe, tube, and fitting materials and joining methods.

- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.3 JOINING MATERIALS

- A. Refer to individual Division 22 piping Sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
 - 2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- E. Solvent Cements for Joining Plastic Piping:
 - 1. ABS Piping: ASTM D 2235.
 - 2. CPVC Piping: ASTM F 493.
 - 3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
 - 4. PVC to ABS Piping Transition: ASTM D 3138.
- F. Fiberglass Pipe Adhesive: As furnished or recommended by pipe manufacturer.

2.4 TRANSITION FITTINGS

- A. AWWA Transition Couplings: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
 - 1. Manufacturers:
 - a. Cascade Waterworks Mfg. Co.
 - b. Dresser Industries, Inc.; DMD Div.
 - c. Ford Meter Box Company, Incorporated (The); Pipe Products Div.
 - d. JCM Industries.
 - e. Smith-Blair, Inc.
 - f. Viking Johnson.

2. Underground Piping NPS 1-1/2 and Smaller: Manufactured fitting or coupling.
3. Underground Piping NPS 2 and Larger: AWWA C219, metal sleeve-type coupling.

B. Flexible Transition Couplings for Underground Nonpressure Drainage Piping: ASTM C 1173 with elastomeric sleeve, ends same size as piping to be joined, and corrosion-resistant metal band on each end.

1. Manufacturers:
 - a. Cascade Waterworks Mfg. Co.
 - b. Fernco, Inc.
 - c. Mission Rubber Company.
 - d. Plastic Oddities, Inc.

2.5 MECHANICAL SLEEVE SEALS

A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.

1. Manufacturers:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
2. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
3. Pressure Plates: Stainless steel. Include two for each sealing element.
4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.6 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
- B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.
 1. Underdeck Clamp: Clamping ring with set screws.

- E. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.
- F. PVC Pipe: ASTM D 1785, Schedule 40.
- G. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

2.7 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
 - 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 - 2. Design Mix: 5000-psi, 28-day compressive strength.
 - 3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 PLUMBING DEMOLITION

- A. Refer to Division 01 Section 01 73 29 "Cutting and Patching" and Division 02 41 00 "Demolition" for general demolition requirements and procedures.
- B. Disconnect, demolish, and remove plumbing systems, equipment, and components indicated to be removed.
 - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - 2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
 - 3. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - 4. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - 5. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 22 Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping to permit valve servicing.
- G. Install piping at indicated slopes.
- H. Install piping free of sags and bends.
- I. Install fittings for changes in direction and branch connections.
- J. Install piping to allow application of insulation.
- K. Select system components with pressure rating equal to or greater than system operating pressure.
- L. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.

3.3 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 22 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

- E. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
 - 3. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
 - 4. PVC Nonpressure Piping: Join according to ASTM D 2855.
 - 5. PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D 3138 Appendix.
- F. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.
- G. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.
- H. Fiberglass Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.4 GROUTING

- A. Mix and install grout for plumbing equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout.

END OF SECTION 22 05 00

SECTION 22 13 13 - FACILITY SANITARY SEWERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes gravity-flow, non-pressure sanitary sewerage outside the building, with the following components:
 - 1. Special fittings for expansion and deflection.
 - 2. Cleanouts.

1.3 DEFINITIONS

- A. ABS: Acrylonitrile-butadiene-styrene plastic.
- B. EPDM: Ethylene-propylene-diene-monomer rubber.
- C. FRP: Fiberglass-reinforced plastic.
- D. LLDPE: Linear low-density, polyethylene plastic.
- E. PE: Polyethylene plastic.
- F. PP: Polypropylene plastic.
- G. PVC: Polyvinyl chloride plastic.
- H. RTRF: Glass-fiber-reinforced, thermosetting-resin fitting.
- I. RTRP: Glass-fiber-reinforced, thermosetting-resin pipe.
- J. TPE: Thermoplastic elastomer.

1.4 PERFORMANCE REQUIREMENTS

- A. Gravity-Flow, Nonpressure, Drainage-Piping Pressure Rating: 10-foot head of water.

1.5 SUBMITTALS

A. Product Data: For the following:

1. Special pipe fittings.
2. Pipe.

(Each submittal shall contain a certification that no product used contains asbestos.)

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.

1.7 PROJECT CONDITIONS

- A. Interruption of Existing Sanitary Sewerage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the notes on plan and then only after arranging to provide temporary service according to requirements indicated:
 1. Do not proceed with interruption of service without Owner's written permission.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe, fitting, and joining materials.

2.3 PVC PIPE AND FITTINGS

- A. PVC Sewer Pipe and Fittings, NPS 15 (DN 375) and Smaller: ASTM D 3034, SDR 26, with bell-and-spigot ends for gasketed joints with ASTM F 477, elastomeric seals.

2.4 NONPRESSURE-TYPE PIPE COUPLINGS

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined and corrosion-resistant-metal tension band and tightening mechanism on each end.
- B. Sleeve Materials:
 - 1. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
 - 2. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
- C. Ring-Type, Flexible Couplings: Elastomeric compression seal with dimensions to fit inside bell of larger pipe and for spigot of smaller pipe to fit inside ring.
 - 1. Manufacturers:
 - a. Fernco Inc.
 - b. Logan Clay Products Company (The).
 - c. Mission Rubber Company; a division of MCP Industries, Inc.

2.5 CLEANOUTS

- A. Gray-Iron Cleanouts: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug.
 - 1. Manufacturers:
 - a. Josam Company.
 - b. MIFAB Manufacturing Inc.
 - c. Smith, Jay R. Mfg. Co.
 - d. Wade Div.; Tyler Pipe.
 - e. Watts Industries, Inc.
 - f. Watts Industries, Inc.; Enpoco, Inc. Div.
 - g. Zurn Specification Drainage Operation; Zurn Plumbing Products Group.
 - 2. Top-Loading Classification: Medium duty.

2.6 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318/318R, ACI 350R, and the following:
 - 1. Cement: ASTM C 150, Type II.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 - 4. Water: Potable.

- B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio.
 - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 - 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

- C. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water/cementitious materials ratio.
 - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 - 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

- A. Pipe couplings and special pipe fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.
 - 1. Use nonpressure-type flexible couplings where required to join gravity-flow, nonpressure sewer piping, unless otherwise indicated.
 - a. Flexible couplings for same or minor difference OD pipes.
 - b. Unshielded, increaser/reducer-pattern, flexible **or rigid** couplings for pipes with different OD.
 - c. Ring-type flexible couplings for piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.

- B. Special Pipe Fittings: Use for pipe expansion and deflection. Pipe couplings and special pipe fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.

- C. Gravity-Flow, Nonpressure Sewer Piping: Use the following pipe materials for each size range:
 - 1. NPS 4 (DN 100): ABS, SDR 26, sewer pipe and fittings; gaskets; and gasketed joints.

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground sanitary sewerage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.

- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves,

and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements.

- C. Install manholes for changes in direction, unless fittings are indicated. Use fittings for branch connections, unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Tunneling: Install pipe under streets or other obstructions that cannot be disturbed by tunneling, jacking, or combination of both.
- F. Install gravity-flow, nonpressure, drainage piping according to the following:
 - 1. Install piping pitched down in direction of flow, at minimum slope of 1 percent, unless otherwise indicated.
 - 2. Install PVC sewer piping according to ASTM D 2321 and ASTM F 1668.

3.3 PIPE JOINT CONSTRUCTION

- A. Basic piping joint construction is specified in Division 22 Section "Common Work Results for Plumbing" Where specific joint construction is not indicated, follow piping manufacturer's written instructions.
- B. Join gravity-flow, nonpressure, drainage piping according to the following:
 - 1. Join PVC profile gravity sewer piping according to ASTM D 2321 for elastomeric-seal joints or ASTM F 794 for gasketed joints.
 - 2. Join vitrified clay sewer piping to dissimilar material piping according to ASTM C425.

3.4 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318/318R.

3.5 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
- B. Set cleanout frames and covers in earth in cast-in-place-concrete block as per detail on plans.
- C. Set cleanout frames and covers in concrete pavement with tops flush with pavement surface.

3.6 CONNECTIONS

- A. Connect nonpressure, gravity-flow drainage piping to building's sanitary building drains.
- B. Make connections to existing piping and underground manholes as per plan details.
 - 1. Protect existing piping and manholes to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.
- C. Connect to existing grease interceptors as per plans

3.7 CLOSING ABANDONED SANITARY SEWERAGE SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
 - 1. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.
- B. Abandoned Manholes: Excavate around manhole as required and use either procedure below:
 - 1. Remove top of manhole down to at least 36 inches below final grade. Fill to within 12 inches of top with stone, rubble, gravel, or compacted dirt. Fill to top with concrete.
- C. Backfill to grade according to 32 92 00 Turf and Grasses

3.8 IDENTIFICATION

- A. Arrange for installation of green warning tapes directly over piping and at outside edges of underground manholes.
 - 1. Use detectable warning tape over nonferrous piping and over edges of underground manholes.

3.9 FIELD QUALITY CONTROL

- A. Inspect piping to determine whether line displacement or other damage has occurred.
 - 1. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Crushed, broken, cracked, or otherwise damaged piping.
 - c. Infiltration: Water leakage into piping.

- d. Exfiltration: Water leakage from or around piping.
 2. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 3. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
1. Do not enclose, cover, or put into service before inspection and approval.
 2. Test completed piping systems according to requirements of authorities having jurisdiction.
 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 4. Submit separate report for each test.
 5. Hydrostatic Tests: Test sanitary sewerage according to requirements of authorities having jurisdiction and the following:
 - a. Allowable leakage is maximum of 50 gal./inch of nominal pipe size per mile of pipe, during 24-hour period.
 - b. Close openings in system and fill with water.
 - c. Purge air and refill with water.
 - d. Disconnect water supply.
 - e. Test and inspect joints for leaks.
 6. Air Tests: Test sanitary sewerage according to requirements of authorities having jurisdiction, UNI-B-6, and the following:
 - a. Option: Test plastic gravity sewer piping according to ASTM F 1417.
 7. Manholes: Perform hydraulic test according to ASTM C 969.
- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.
- 3.10 CLEANING
- A. Clean interior of piping of dirt and superfluous material. Flush with potable water.

END OF SECTION 22 13 13

DIVISION 31

EARTHWORK

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SECTION 31 50 00 - EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes temporary excavation support and protection systems.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at project site.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Provide, design, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting earth and hydrostatic pressures and superimposed and construction loads.

PART 3 - EXECUTION

3.1 BRACING

- A. Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move brace, install new bracing before removing original brace.
 - 1. Do not place bracing where it will be cast into or included in permanent concrete work unless otherwise approved by Architect.
 - 2. Install internal bracing if required to prevent spreading or distortion of braced frames.
 - 3. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.2 REMOVAL AND REPAIRS

- A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.

END OF SECTION 31 50 00

DIVISION 32

EXTERIOR IMPROVEMENTS

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SECTION 32 31 13.53 - HIGH-SECURITY CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. High-security chain-link fences.

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide chain-link fences and gates capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
1. Design Wind Loads: Determine design wind loads applicable to Project from basic wind speed and exposure category indicated below:
 - a. Wind Speed: 100 mph temporary/130 mph permanent.
 - b. Exposure Category: D.
 2. Fence Height: as per plan details.
 3. Fence Framework Material Group: 1A, ASTM F 1043, Schedule 40 steel pipe.
- B. Provide framework for fences/gate that comply with ASTM F 1043, based on the following criteria:
1. Fence Framework Material Group: 1A, Schedule 40 round steel pipe.
 2. Fence Height: see plans.
 3. Line Post Spacing: see plans.
- C. Fabric Tension: Provide fences in which fabric deflections do not exceed those indicated in Table X1.1 of ASTM F 1916 when tested by applying a 30-lbf force at mid-point between rails and horizontally between posts for every eighth lower panel along the fence line.
- D. Fence Post Rigidity: Provide fences in which post deflections do not exceed $\frac{3}{4}$ inch when tested according to ASTM F 1916 by applying a 50-lbf force at mid height of every eighth post along the fence line.

- E. Lightning Protection System: Maximum grounding-resistance value of 25 ohms under normal dry conditions.

1.4 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates:
 - 1. Fence and gate posts, rails, and fittings.
 - 2. Chain-link fabric, reinforcements, and attachments.
 - 3. Gates and hardware.
- B. Shop Drawings: Show locations of fences, gates, posts, rails, tension wires, details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances.
 - 1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Samples for Verification: For each type of chain-link fence and gate indicated.
- D. Product Certificates: For each type of chain-link fence, operator, and gate, signed by product manufacturer.
 - 1. Strength test results for framing according to ASTM F 1043.
 - 2. Each submittal shall contain a certification that no product used contains asbestos.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of high-security chain-link fences and gates that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - b. Deflection of fence fabric beyond design limits.
 - 3. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

- A. Chain-Link Fence Fabric: Height indicated on Drawings. Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage. Comply with ASTM A 392, CIFMI CIF 2445, and with requirements indicated below:
 - 1. Fabric.
 - a. Wire Diameter: 0.192 inch.
 - b. Mesh Size: 1 inch.
 - c. Coat selvage ends of fabric that is metallic coated before the weaving process with manufacturer's standard clear protective coating.
 - 2. Selvage: Twisted and barbed top and bottom.

2.2 SECURITY FENCE FRAMING

- A. Posts and Rails: Comply with ASTM F 1043 for framing of the following material group and strength requirement for fences of height indicated:
 - 1. Framework Material Group: 1A, round steel pipe, Schedule 40.
 - 2. Fence Height: 10 feet.
 - 3. Strength Requirement: Heavy industrial fence.
 - 4. Post Diameter and Thickness: Provide posts of sizes indicated below that comply with ASTM F 1043.
 - 5. Metallic Coatings for Steel Framing:
 - a. Type B, zinc with organic overcoat, consisting of a minimum of 0.9 oz.lsq. ft. of zinc after welding, a chromate conversion coating, and a clear, verifiable polymer film.

2.3 FITTINGS

- A. General: Comply with ASTM F 626.

- B. Post and Line Caps: Each post.
 - 1. Line post caps with loop to receive top rail.

- C. Rail and Brace Ends: Attach rails securely to each gate, corner, pull, and end post.

- D. Rail Fittings: Provide the following:
 - 1. Top-Rail Sleeves: Pressed steel or round steel tubing not less than 6 inches long.
 - 2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails in the fence line to line posts.
 - 3. Tamper proof fasteners required

- E. Tension Bars: Steel, length not less than 2 inches shorter than full height of chain-link fabric with 1.2-ozlsq. ft. metallic (zinc) coating. Provide one bar for each gate and end post, and two for each corner and pull post unless fabric is integrally woven into post.

- F. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.

- G. Barbed Wire Arms: Pressed steel or cast iron, with clips, slots, or other means for attaching strands of barbed wire, integral with post cap; for each post, unless otherwise indicated, and as follows:
 - 1. Line posts with arms designed with opening to accommodate top rail.
 - 2. Corner arms at fence corner posts, unless extended posts are indicated.
 - 3. Type II, single vertical arm.
 - 4. Type IV, A-shaped arm.
 - 5. Rivets for connection to post.

- H. Tie Wires, Clips, and Fasteners: According to ASTM F 626 and ASTM F 1916.
 - 1. High-Security Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
 - a. Metallic-Coated Steel: 0.192-inch-diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.
 - b. Weight of Metallic (Zinc) Coating: ASTM A 6411A 641M, Class B, 2.0 ozlsq. ft.

- I. Power-Driven Fabric Fasteners: Type 304, 0.0938-inch-thick, specially designed cap to anchor fabric to framing with a power-driven, heat-treated, knurled pin.

- J. Finish:

1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz. *Isq.* ft. of zinc.

2.4 BARBED WIRE (GATE)

- A. Aluminum-Coated Steel Barbed Wire: 2-strand, 0.099-inch-diameter line wire with 0.080-inch-diameter, 4-point barbs spaced not more than 3 inches o.c.

2.5 BARBED TAPE (FENCE SURROUNDS)

- A. Wire-Reinforced Tape: 430 Series stainless steel hardened to Rockwell 30N, 0.025 inch thick by 1 inch wide before fabrication; with 4-pointed, needle-sharp barbs permanently cold clenched to a minimum of 230 deg F around a core wire.

1. Core wire: 0.098-inch-diameter, high-tensile-strength zinc-coated steel complying with ASTM A 764 or stainless steel complying with ASTM A 313.

- B. Clips: Stainless steel, 0.065 inch thick by 0.375inch wide; capable of withstanding a minimum 150-lbf pull load to limit extension of coil, resulting in a concertina pattern when deployed.

- C. Tie Wires: Stainless steel, 0.065 inch in diameter.

- D. Fabrication: Continuous coils of barbed tape as defined in ASTM F 1379 for the following characteristics:

1. Configuration: as shown.
2. Style: Concertina pattern.
3. Coil Diameter(s): 18 inches as indicated on Drawings.
4. Coil Loop Spacing(s): manufacturer's standard.
5. Barb Length Classification: Long, 1.2-inch barb.
6. Barb Spacing: 4 inches O.C.
7. Barb Set: Manufacturer's standard.

2.6 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

2.7 FENCE GROUNDING

- A. Conductors: Bare, solid wire for NO.6 AWG and smaller; stranded wire for NO.4 AWG and larger.
 - 1. Material above Finished Grade: Copper.
 - 2. Material on or below Finished Grade: Copper.
 - 3. Bonding Jumpers: Braided copper tape, 1 inch wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.

- B. Connectors and Grounding Rods: Listed in UL 467.
 - 1. Grounding Rods: Copper-clad steel.
 - a. Size: 5/8 by 96 inches.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

- A. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.

3.4 CHAIN-LINK FENCE INSTALLATION

- A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

- B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
 - 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.

2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
 - a. Exposed Concrete: Extend 2 inches above grade; shape and smooth to shed water.
- C. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts.
 1. Locate horizontal braces at mid-height of fabric 6 feet or higher, on fences with top rail and at 2/3 fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- D. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended by fencing manufacturer.
- E. Bottom Rails: Install, spanning between posts; anchor rail at midspan to concrete footing.
- F. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
 1. Leave 1 inch between finish grade or surface and bottom selvage, unless otherwise indicated.
 2. Overlapping Fabric: At or between post or rail according to ASTM F 1916 with wire ties or steel strap method.
- G. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.
- H. Tie Wires: Power-fastened or manually fastened ties configured to wrap a full 360 degrees around rail or post and a minimum of 1 complete diamond of fabric. Twist ends one and one-half machine twists or three full manual twists, and cut-off protruding ends to preclude untwisting by hand.
 1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.

- I. Power-Driven Fasteners: Fasten 0.192- or 0.148-inch wire fabric with 2- or i-inch mesh size.
 - 1. Fasten fabric to line posts 12 inches o.c. and to braces 24 inches o.c.
- J. Fasteners: Install nuts for tension bands and carriage bolts on the side of fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- K. Barbed Wire: Install barbed wire uniformly spaced as indicated on Drawings. Pull wire taut and install securely to extension arms and secure to end post or terminal arms.
- L. Barbed Tape: Install barbed tape uniformly in configurations indicated and fasten securely to prevent movement or displacement according to ASTM F 1911.

3.5 GROUNDING AND BONDING

- A. Gates and Other Fence Openings: Ground fence on each side of opening.
 - 1. Bond metal gates to gate posts.
- B. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No.6 AWG conductor. Connect conductor to each fence component at grounding location, including the following:
 - 1. Each Barbed Wire Strand. Make grounding connections to barbed wire with wire-to-wire connectors designed for this purpose.
 - 2. Each Barbed Tape Coil: Make grounding connections to barbed tape with connectors designed for this purpose.
- C. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.
- D. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
 - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
 - 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.

4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- E. Bonding to Lightning Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor complying with NFPA 780.
- 3.6 ADJUSTING
- A. Gate: Adjust gate to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Automatic Gate Operator: Energize circuits to electrical equipment and devices. Adjust operators, controls, safety devices, alarms, and limit switches.
1. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 2. Test and adjust controls, alarms, and safeties. Replace damaged and malfunctioning controls and equipment.

END OF SECTION 32 31 13.53

SECTION 32 92 00 - TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Seeding.

1.2 DEFINITIONS

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- F. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- G. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- H. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

- I. Surface Soil: Whatever soil is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Certification of grass seed.
- C. Product certificates.

(Each submittal shall contain a certification that no product used contains asbestos.)

1.4 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 1. Pesticide Applicator: State licensed, commercial.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

1.6 MAINTENANCE SERVICE

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established or until the final project acceptance.

PART 2 - PRODUCTS

2.1 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.

2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, and with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.
- G. Sand: Clean, washed, natural or manufactured, and free of toxic materials.
- H. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.
- I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

2.2 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings.
- B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture, with a pH range of 3.4 to 4.8.
- C. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
- E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.3 FERTILIZERS

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 1 percent nitrogen and 10 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

2.4 PLANTING SOILS

- A. Planting Soil: ASTM D 5268 topsoil, with pH range of 5.5 to 7, a minimum of 2 percent organic material content Existing, native surface topsoil formed under natural conditions with the duff layer retained during excavation process . Imported topsoil or manufactured topsoil from off-site sources; do not obtain from agricultural land, bogs or marshes. Verify suitability of soil to produce viable planting soil. Clean soil of roots, plants, sod, stones, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth. Mix soil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
 - 1. Ratio of Loose Compost to Topsoil by Volume: 1:4.

2.5 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Sphagnum Peat Mulch: Partially decomposed sphagnum peat moss, finely divided or of granular texture, and with a pH range of 3.4 to 4.8.

- C. Muck Peat Mulch: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings.

2.6 PESTICIDES

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

PART 3 - EXECUTION

3.1 TURF AREA PREPARATION

- A. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Apply superphosphate fertilizer directly to subgrade before loosening.
 - 2. Thoroughly blend planting soil off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.
 - 3. Spread planting soil to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
- B. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.2 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and install the same as those used in the original installation.
- B. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain height appropriate for species without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings.
- C. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

3.4 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

END OF SECTION 32 92 00

DIVISION 33

UTILITIES

DAMMON ENGINEERING, INC.
554 OLD SPANISH TRAIL
SLIDELL, LOUISIANA 70458
Phone: 985-649-5832
Fax: 985-641-5950
Dammonengineering.com



SECTION 33 05 23.16 – UTILITY PIPE JACKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes construction via tunneling, jacking and/or boring. The work includes: excavation of the tunnel, installation of carrier pipe, pipe, contact grouting around the pipe after tunneling, installation and monitoring of geotechnical instrumentation, disposal of excavated soils and compensation grouting as necessary during tunneling operations to control settlement to within acceptable limits.

1.3 DEFINITIONS

- A. Geotechnical Data Report (GDR): A document that presents an interpretation of the known subsurface data for the project. The purpose of the GDR is to compile all geological, geotechnical, groundwater, and other data obtained from the geotechnical investigations for use by the various participants in the project. If available, this information will be included within the contract documents as specifically applicable to the project.
- B. Geotechnical Baseline Report (GBR): The intent of a GBR is to clearly and contractually define the geotechnical conditions through which tunneling will occur in order to evaluate a differing site condition (if encountered) and it is used as a basis of bid for the contractor. By assessing the anticipated geotechnical conditions for a project and providing baselines in the contract, the contractor has a basis from which to prepare their bid and select their means and methods. The baseline conditions do not necessarily reflect the actual conditions; they are not geotechnical fact to be encountered. Rather, they represent the owner's assumption of existing geotechnical conditions for the project. If available, this information will be included within the contract documents as specifically applicable to the project. Regardless of inclusion, this information shall be investigated, interpreted, verified and/or developed by the contractor prior to commencement of the work.
- C. Tunnel Shield: A circular steel shell shaped to fit the excavation line of the tunnel that provides protection for the construction personnel and space for the tunnel excavation

and support operations. The shield may be fitted with boom-mounted tools such as an excavator for excavating the tunnel and mechanical devices for erecting the tunnel supports, or hand mining may be performed inside the shield.

- D. Tunnel Boring Machine (TBM): A machine that uses a full-face cutter head to excavate a circular tunnel.
- E. Pipe Jacking: The one-pass trenchless installation of a pipe by jacking the pipe behind a TBM or Tunnel Shield.
- F. Permeation Grouting: The direct pressure injection of a chemical fluid grout into the ground to fill the spaces between and bind together soil particles, without causing excessive movement or fracturing of the soil formation. Permeation grouting is performed prior to commencement of tunneling operations to provide a more consistent and stable soil matrix. If applicable, the general extents of permeation grouting for a specific project may be shown in the plans.
- G. Compensation Grouting: Compensation grouting is a grouting technique utilized to control ground settlement during soft ground tunneling. Compensation grouting involves the injection of a low slump mortar-like grout under high pressure to compact and displace the adjacent soils. The grout does not penetrate soil pores but displaces the subsurface soils by forming a homogeneous grout bulb near the grout pipe tip. Typically, compensation grouting is done after completion of tunneling to correct for settlement. Compensation grouting may also be performed concurrently with the progress of the tunnel while adjusted grouting parameters continually with reference to measured movements of the ground and/or surface structures, to keep settlement and deformations within specified limits
- H. Contact Grouting: The controlled injection of fluid grout at the interface between the pipeline and the ground to achieve continuous contact and fill the annular space, after pipe jacking has been completed.
- I. Inclinometer: An electronic probe lowered within a casing that senses changes in inclination along the casing axis. Inclinometers are used to record the magnitude and depth of horizontal ground displacement. For tunneling purposes, they are typically installed adjacent to pit locations.
- J. Surface Monitoring Point: A marker or point fixed to the ground surface and/or structures along a proposed alignment that is monitored by a professional land surveyor licensed in the state of Colorado using survey control to determine vertical and/or horizontal displacements that may occur during construction.
- K. Surface Monitoring Point Array: A grouping or arrangement of surface monitoring points along the proposed tunnel alignment to determine vertical and/or horizontal displacements that may occur during construction.

- L. Deep Settlement Monitoring Point: A sleeved rod installed to a specific depth, above the crown of the tunnel, which is used to detect ground movement directly above the tunnel. Also referred to as a single-point fixed borehole extensometer or Borros anchor.

1.4 SUBMITTALS

- A. Preconstruction: Submit the following a minimum of 2 weeks prior to mobilization of tunneling equipment to allow for review by the Engineer:
 1. A detailed work plan including descriptions of methods and equipment to be utilized in completing the work, schedule for tunnel construction, and details of proposed tunnel construction procedures.
 2. A detailed scale drawing showing tunnel layout, shaft locations and dimensions, and staging areas.
 3. Procedures for measuring excavation quantities versus forward progress during the tunneling operation.
 4. A description and drawings of proposed methods and procedures for excavating the tunnel, including details for tunnel shield or TBM, breasting capabilities, method of controlling line and grade of the tunnel, and steering provisions for making line-and-grade corrections. Include details of provisions for supporting the face of the tunnel when tunneling operations are interrupted.
 5. Contact grouting plans and procedures including: description of the grout system and grout equipment including grout pumps, mixers, delivery systems, and monitoring systems; number and spacing of grout holes; procedures for monitoring grout placement and controlling pressures; sequence of construction; grout material and properties; grout mix design including fluidizers, accelerators, and other additives; grout material properties including density, viscosity, bleeding, shrinkage, expansion, and set time.
 6. Work plan and shop drawings showing: jacking frame and thrust block design, layout and details, including reaction transfer calculations. The thrust block backstop shall be normal (square) with the proposed pipe alignment and shall be designed to withstand the maximum jacking pressure to be used with a factor of safety of at least two, without excessive deflection or displacement.
 7. Design calculations demonstrating that the pipe is capable of sustaining the maximum stresses to be imposed during jacking with a factor of safety of at least two. The calculations shall take into account: ground loads per the Geotechnical Data Report if available; live loads and surcharge loads from equipment; Cooper E80 loads; and jacking forces. Calculations to be performed and stamped by a professional engineer registered in the State of Colorado.

8. Submittal of a settlement control plan and applicable contingency plans prior to construction, including the proposed locations of surface monitoring points and arrays, deep settlement monitoring points, and inclinometers; equipment and materials to be used; and installation procedures.
 9. Five days prior to commencement of grouting or construction of any kind, the contractor shall submit the installed location of all surface monitoring points, deep monitoring points and inclinometers. The Contractor shall submit drawings showing the surveyed location, the instrument identification number, the instrument type, the installation date and time, established elevations, initial elevations, offset and stationing, initial coordinates, boring logs, and the anchor to tip elevation and instrument length, when applicable.
- B. During Construction: Written Daily Logs. The Daily Logs shall be recorded for each shift and shall be submitted to the Engineer within one working day of excavation at each location. As a minimum, the logs shall include the following:
1. The station of the face of the excavation and advance distance;
 2. Length of pipe installed;
 3. The date, starting time, and finish time;
 4. Any unusual conditions, breakdowns, and delays;
 5. Excavated muck quantity;
 6. An accounting of volume of spoil in relation to the lineal foot advancement of the tunneling head
 7. Contact grouting performed;
 8. Results of pipe joint pressure testing; and
 9. Results of instrumentation monitoring.

PART 2 - PRODUCTS

2.1 TUNNEL SHIELD OR TUNNEL BORING MACHINE (TBM)

- A. The tunnel shield or TBM shall be designed to sustain ground loads which may be imposed upon it as well as any loads imposed by the thrust jacks, steering mechanisms, and other appurtenances. Tunnel excavation equipment shall be capable of maintaining a stable face in all expected ground conditions. The tunnel shield or TBM shall be steerable and capable of being controlled to the desired line and grade indicated on the Construction Drawings within the tolerances specified herein. Equip the tunnel shield or TBM with a laser control system to permit continuous and accurate monitoring of line and grade. Projections for overcutters, wing cutters, and overcut band, if used, shall not exceed 0.5-inch outside the skin of the tunnel shield or TBM.

1. The tunnel shield or TBM shall have suitable breasting tables, a closeable cutter wheel with flood doors, or such other appropriate provisions, as necessary, to support the tunnel face and minimize loss of ground. Mechanical or hydraulic excavators shall not interfere with breasting system or face support provisions. Excavator shall be capable of operation when fully retracted within the tunnel shield.
2. The tunnel shield or TBM shall have a propulsion system capable of moving the shield or machine forward while maintaining the construction tolerances with respect to line and grade. The propulsion system shall include a thrust ring or other provision that will distribute the jacking forces uniformly against the casing or jack pipe so the shield or machine can be advanced without damaging or distorting the pipe

2.2 CONTACT GROUT

- A. Contact grout shall be a stable colloidal suspension of cement, bentonite, water, fluidifier, and admixtures. Sand may be added, provided the grout is demonstrated to have suitable flow characteristics and to adequately fill the annular space between the pipeline and the ground being tunneled through.
 1. The grout mix shall be the responsibility of the Contractor. The Contractor shall adjust the water-solids ratio of the grout as necessary to grout effectively and to fill all voids within the zone of grout influence; however, at all times the grout shall have a water-solids ratio of between 1:1 and 3:1 by volume, and a bentonite content of no more than two percent, and no hole shall be completed with a water-solids ratio above 1:1 by weight.

2.3 PIPE

- A. The pipe to be installed via tunneling shall be indicated within the plans and in accordance with the applicable portion of these Standard Construction Specifications.

2.4 CASING PIPE, SPACERS AND END SEALS

- A. Where tunneling operations are completed via boring a casing pipe, spacers and end seals shall be required.
 1. The casing pipe shall be of welded steel pipe conforming to the requirements of ASTM A53 Grade B or AWWA C200, having minimum yield strength of 35,000 psi of the size and wall thickness as shown below.

CASING DIAMETER	MINIMUM THICKNESS
36" and Smaller	3/8 - inch
42" and Larger	5/8 - inch

2. Casing shall be kept on line and grade as required within this specification. Joints in the casing shall be field welded around the entire joint perimeter to produce a watertight seal. Welds shall be of a size to develop the full strength of the pipe materials.
3. Factory manufactured casing spacers shall be installed on all carrier pipes passing through a casing pipe. Wooden skids will not be allowed.
4. All casing spacers shall adhere and conform to the following:
 - a. All casing spacers shall be Model SSI8 or SSIM (field adjustable) for carrier pipes up to 24-inches in diameter and Model SSI12 for larger diameter carrier pipe sizes as designed and manufactured by Advance Products & Systems, Inc., Lafayette, LA., or an approved equal. The runners shall be at least 7-inches long for SSI8 and SSIM models or 11-inches long for SSI12 models and they shall be manufactured of high abrasion resistant, low coefficient of friction, glass filled polymer.
 - b. The casing spacers shall be center restrained to limit vertical movement of the carrier pipe in the casing.
 - c. Casing spacers shall be bolt-on-style with a shell made of at least two halves.
 - d. Spacing is approximately 3 per joint of pipe or 1 spacer per every 7 feet maximum.
 - e. The band material shall be manufactured of a minimum 14 gauge T-304 stainless steel and 10 gauge T-304 stainless steel risers when needed.
 - f. The casing spacers shall have a flexible PVC or EPDM liner having a minimum thickness of 0.090 inches with a hardness of Durometer "A" 85-90.
 - g. All welds are to be chemically cleaned and passivated.
5. All hardware shall be stainless steel: After insertion of the carrier pipe into the casing, the ends of the casing shall be closed by installing 1/8" thick synthetic rubber end seals such as the Model "AC" pull-on end seal, as manufactured by Advance Products & Systems, Inc., Lafayette, LA., or an

approved equal. Ends seals shall be attached using minimum ½” wide T-304 stainless steel bandings utilizing a worm gear mechanism

2.5 INSTRUMENTATION

- A. Surface Monitoring Point Array: Surface monitoring points shall consist of a stable non-destructive pin, nail, point, or other identifiable element with the locations clearly identified where the ground surface consists of sidewalk, curb, rail, or other structure. Where the ground surface consists of soil, vegetation, or ballast, the surface monitoring point shall consist of a minimum 1-foot long rebar anchor driven flush with the ground. The anchor shall be grouted in place. Each surface monitoring point shall have a tag or marking indicating the identification number, tunnel station, and offset from centerline.
- B. Surface Monitoring Point Array: The surface monitoring point array shall consist of multiple surface monitoring points installed and arranged in accordance with the Contractors submitted and approved work plan, and as outlined within these specifications.
- C. Deep Settlement Monitoring Point: Deep settlement monitoring points shall consist of a rebar anchor installed within a casing to a depth of 3 feet above the top of the tunnel, as shown on the Construction Drawings. Each point shall have a tag or marking indicating the identification number, tunnel station, and offset from centerline. Deep settlement monitoring points shall be installed in accordance with the Contractor’s submitted and approved work plan and they shall be protected by traffic rated roadway boxes.
- D. Inclinometer: If required, they shall consist of inclinometer casing installed and grouted within vertical boreholes in the in situ soil. A probe, lowered within the casing, senses changes in inclination along the casing axis, and is used to calculate and monitor the magnitude and depth of horizontal ground displacements. Inclinometers shall be protected by roadway boxes.
 - 1. Inclinometer casing shall be approximately 70 mm (2.75 in.) standard flush coupled such as Model No. 51150210 manufactured by Slope Indicator Company, Seattle.
 - 2. Inclinometer Probe and Assembly. One inclinometer assembly shall be furnished including a sensor (probe) on a minimum 100 ft long cable, a pulley assembly, and a case. This equipment shall be Model No. 50302910 (sensor), and associated pulley assembly, and case manufactured by Slope Indicator Company, Seattle, WA or equivalent.
 - 3. Inclinometer Readout Unit. Furnish one inclinometer readout unit. The readout unit shall be model No. 50310900 manufactured by Slope Indicator Company, Seattle, WA or equivalent. Readout unit provided

- shall be compatible with inclinometer probe and shall be calibrated to probe by manufacturer prior to shipment.
4. Inclinometer Software. Computer software required to reduce, analyze, and plot the inclinometer data using an IBM-compatible personal computer (PC) shall be furnished. Furnish datamate manager software program supplied by Slope Indicator Company, Seattle, WA or equivalent, or software compatible with other approved readout units.
 5. Provide a cement-bentonite grout for installing inclinometer casing within drill hole. Grout mix shall be in accordance with manufacturer's requirements, and shall have up to 20 percent bentonite content by weight of cement; add enough bentonite to create a grout with a Marsh funnel number of 55 seconds.

PART 3 - EXECUTION

3.1 DO NOT BEGIN TUNNELING UNTIL

- A. Required submittals have been reviewed and approved by the Engineer, applicable utility companies, and stakeholders.
- B. A pre-construction meeting with the Engineer has been conducted.
- C. Shaft excavation and support have been satisfactorily completed in accordance with the Contract Documents.
- D. Permeation grouting has been satisfactorily completed in accordance with the Contract Documents.
- E. All instrumentation has been installed and initial measurements have been obtained.

3.2 GENERAL TUNNELING REQUIREMENTS

- A. Conduct all operations such that trucks and other construction vehicles do not create a dust nuisance. Any damage shall be immediately repaired to the satisfaction of the Owner and Engineer at no additional cost to the Owner.
 1. No gasoline-powered equipment shall be permitted. Diesel, electrical, hydraulic, and air powered equipment is acceptable, subject to applicable City, State, and Federal regulations. There will be no classification for excavated materials and the term "excavation" shall include all materials excavated or removed from the tunnel, regardless of the type, character, composition or condition of the material so excavated.

2. The tunnel shall be excavated to the lines, grades and dimensions required to ensure installation of the pipeline. The tunnel excavation shall begin at the downstream end and work upstream unless approved otherwise.
3. Methods of construction for the tunnel shall ensure the safety of the work, the Contractor's employees, the public. Perform all work in accordance with all current applicable permit conditions, regulations, and codes of federal, state, and local agencies. Comply with all applicable provisions of 29 CFR Part 1926, Subpart S, Underground Construction by OSHA. Comply with standards and guidelines provided by AREMA, as applicable to the work. In the event of conflict, the strictest or most restrictive shall govern.

3.3 TUNNEL CONSTRUCTION

- A. Tunnel excavation shall be performed in a manner that will minimize movement of the ground in front of and surrounding the tunnel, and to minimize loss of ground, surface settlement, heave of the ground surface, and movement of structures, and utilities above and adjacent to the tunnel. The Contractor shall ensure that movement (settlement or heave) at the ground surface does not exceed 0.25-inches.
 1. Support the ground continuously and in a manner that will prevent loss of ground and maintain the stability of the tunnel perimeter and face. Support the tunnel face by positive means during all shut down periods.
 2. Maintain clean working conditions at all times inside the tunnel, and remove all excavated soil (muck), grout spills, and any other material not required for tunneling. All construction debris shall be removed from the site and disposed of daily by the Contractor at the disposal site.
 3. Provide access for Owner and Engineer to inspect and observe the work or to perform independent line and grade surveys.

3.4 TUNNEL LINE AND GRADE:

- A. The longitudinal centerline of the tunnel shall be sufficiently true and accurate to the tunnel profile grade line to stay within the following tolerances during and upon completion of tunneling: invert of the pipe shall be within 1.5 inches horizontally and 1 inch vertically of the plan line and grade. Survey the pipe invert upon every advancement of the pipe to ensure the elevation and alignment is within the tolerances specified above.
 1. Pipe installation shall be invert elevation controlled and reverse grades are prohibited. Deviations from the design tunnel invert shall not exceed the tolerances specified above at any point during construction and corrections shall not exceed a rate of 3 inches per 100 feet or a lesser rate as determined by the structural characteristics of the pipe.

2. If the Contractor is unable to maintain these tolerances, he shall bear the full responsibility and expense for correction (redesign, easement acquisition, retunneling, etc.). If design tolerances are exceeded and redesign is required, the Contractor shall obtain the services of a professional engineer registered in the State of Louisiana for the redesign. Plans showing the changes shall be submitted to the Engineer for review and approval.

3.5 PIPE JACKING

- A. Immediately before joining pipe, the end of the pipe shall be thoroughly cleaned and lubricated with an approved lubricant. The axial forces from the thrust jacks shall be distributed to the pipe uniformly to prevent damage to the ends of the pipe, using pipe cushioning in accordance with approved submittals.
 1. If any part or parts of the pipe becomes unserviceable because the pipe is chipped, gouged, or otherwise damaged before or during installation, it shall be rejected and removed from the site. The Engineer shall make the final determination on rejection and removal of the pipe.
 2. After pipe installation is completed, individual joints shall be pressure tested with a portable hydrostatic tester to 13 psi, in lieu of line infiltration, exfiltration, or air testing.

3.6 CONTACT GROUTING

- A. The annulus between the pipe and the ground shall be grouted after pipe jacking is completed. Grouting shall be performed over the entire 360° circumference of the tunnel. The number and location of grout holes in each pipe shall be determined by the Contractor but a minimum of six holes per 20-foot pipe section shall be used. Rings of grout holes shall be spaced at intervals of six feet or less.
 1. Grout shall consist of Portland cement and water or of Portland cement, sand, and water. Grout mixtures may contain bentonite or fly ash. The grout shall consist of 2 parts Portland cement, 1 part fly ash, and not to exceed 6 parts clean, dry, sand.
 2. Contact grout shall be free of lumps when put into the mixer, and the grout mix shall be constantly agitated. Grout shall flow unimpeded and completely fill all voids. Perform the injection of grout continuously on any one pipe section. Fill spaces and voids until completed, so as to avoid disturbance of grout which has taken an initial set.
 3. The grouting process shall be so operated and controlled that the grout will be delivered uniformly and steadily. If, during the grouting of any pipe, grout is found to flow from adjacent grout pipes, such pipes from which grout is flowing shall be closed with valves or plugged with wooden plugs. Where such closing is not essential, ungrouted pipes shall

- be left open to facilitate the escape of air and water from the space being grouted.
4. Grouting shall progress from grout pipe to grout pipe in accordance with approved submittals. In going from lower to higher grout pipes, do not make connections to the higher grout pipes until the grout has completely filled the space below the higher grout pipes. As the grouting proceeds, the escape of grout from the upper pipes in turn shall be permitted as an indication of successive satisfactory filling of voids with grout.
 5. Protect and preserve the interior surfaces of the pipe from damage. Minimize grout drop and proceed with cleanup immediately after grouting. Any damage to the pipe caused by or occurring during the grouting operations shall be repaired. The interior lining of the pipe shall be smooth and free from defects.
 6. Maintain and submit records of grouting operations for each shift, including the location and a detailed log of each grout hole, time of each change of grouting operations, pressures, rates of pumping, grout mix, and grout take at each grout hole hook-up.
 7. After grouting, holes shall be filled with dry packed cement mortar grout. Threaded plugs shall be installed flush with the inside face and the remaining void shall be filled with a non-shrink grout rated to 4000 psi.

3.7 INSTALLATION OF INSTRUMENTATION

- A. Instrumentation shall be installed at the locations shown on approved shop drawings. Instruments shall be installed in accordance with the approved installation schedule. All instruments shall be clearly marked, labeled, and protected to avoid being obstructed or otherwise damaged by construction operations, the general public, or railroad operations.
 1. Locate conduits and underground utilities in all areas where subsurface geotechnical instrumentation is to be drilled and installed. Subsurface geotechnical instrumentation locations shall be modified, as approved by the Engineer, to avoid interference with existing conduits, utilities, and foundation elements. Repair damage to existing utilities resulting from instrument installations at no additional cost to the Owner.
 2. Surface monitoring points and arrays shall be installed over the centerline of the tunnel and at offsets as shown in the Contractor's approved submittals to determine the lateral and longitudinal extent of ground movement. The longitudinal spacing of the points shall be a minimum of one every 25 feet along tunneled portions of the project, as allowable based on surface features. The longitudinal spacing of the arrays shall be a minimum of one every 75 feet along tunneled portions of the project, as allowable based on surface features. The arrays shall be centered across the proposed tunnel(s).

3. Individual surface monitoring points shall be placed along each side of each shaft, a distance of 5 feet and 10 feet from the shaft wall; a minimum of 6 points per shaft shall be installed.
4. Deep settlement monitoring points shall be installed in accordance with approved shop drawings. The bottom of the instrument shall be located 3 feet above the crown of the tunnel.
5. Immediately following installation, the location of the top of all instruments shall be surveyed to provide horizontal and vertical coordinates. Data shall be provided to the Engineer in accordance with the submittal requirements specified herein.

3.8 INSTALLATION OF INCLINOMETERS

- A. Inclinerometers, shall be installed within 5 feet of each shaft as shown on the plans and/or as approved in the submitted shop drawings. Inclinerometer casing shall extend from the ground surface to a depth at least 15 feet below the base of the shaft excavation.
 1. Conduct drilling operations using appropriate methods that are consistent with geologic conditions presented in the Geotechnical Baseline Report. Provide drill casing if required to hold drill hole open. Drill hole or inside of casing, if applicable, shall provide a clear opening (6 inches) in diameter or greater. A log of the soils encountered during drilling shall be accurately maintained, and a copy shall be provided to the Engineer in accordance with the time restrictions stated herein.
 2. Install inclinometer casing in accordance with the manufacturer's recommendations and approved shop drawings. Grout the annulus between the inclinometer casing and the ground using a non-shrink cement grout.
 3. Install protective housing with locking cap and padlock. Protective housing shall be installed within an approved flush-mounted traffic rated roadway box or vault so as not to obstruct vehicle or foot traffic.

3.9 INSTRUMENT MONITORING AND REPORTING

- A. The Contractor shall take initial readings of all instruments to establish a baseline and provide the Engineer with this data, in accordance with the requirements specified herein. The Contractor will read required instrumentation and provide the Engineer with these data. Surface monitoring points and arrays and deep settlement monitoring points within 50 feet of the working face of the tunnel shall be surveyed daily. Inclinerometers shall be monitored daily. The frequency of monitoring may be modified by the Engineer.
 1. The Contractor shall provide data from readings of all instruments to the Engineer within one working day of obtaining the information. The data shall include a copy of the data sheets containing a cumulative history of

readings, including weather conditions, temperature, and proximity of the excavation to the instrument location itself, at the time of each reading.

2. The Contractor shall abide by the following Response Values:

Instrument	Threshold Value	Shutdown Value
Surface Monitoring Points and Arrays	1.5-inch H or V for Shafts 0.13-inch H or V for Tunnels	3-inch H or V for Shafts 0.25-inch H or V for Tunnels
Inclinometer	1.5-inch H or V for Shafts	3-inch H or V for Shafts
Deep Settlement Monitoring Points	2-inch V	4-inch V

3. If a threshold response value is reached, the Contractor shall meet with the Engineer to discuss his/her means and method to determine what changes, if any, shall be made to better control movement. If a shutdown response value is reached, the Contractor shall stop all work immediately. The Contractor shall meet with the Engineer to develop a plan of action before work can be resumed. All costs associated with shutdown due to reaching maximum limits shall borne by the Contractor
4. Remove all instrumentation during the cleanup and restoration work or as required by the City's Construction Project Manager. All roadway boxes shall be removed. At a minimum, fill the inclinometer casing and deep settlement point casing with a lean cement grout and cut off the upper 3 feet of the instrument and casing which extend below grade.

3.10 CLEANUP AND RESTORATION:

- A. Remove all equipment, unused materials, and debris from the site at the end of the day. Restoration shall follow construction as the work progresses and shall be completed as soon as possible and to the satisfaction of the Owner and Engineer. Restore and repair any damage resulting from surface movement caused by the work. Any property or improvements damaged or destroyed, shall be restored to a condition equal to or better than existing prior to construction at no additional cost to the Owner. Restoration shall be completed immediately if a third party or the Owner is inconvenienced by the damage, and in no case later than thirty (30) days after the damage is discovered. This provision for restoration shall include all property which was affected by the construction operations.

END OF SECTION 33 05 23.16

SECTION 33 39 13.61 – PLUMBING MANHOLE RELINING

PART 1 - GENERAL

- 1.1 These Specifications include the minimum requirements for the renewal of manholes as shown on the plans included as part of these contract documents.
 - A. The renewal of manholes shall be accomplished by the application or installation of a number of components either individually or together with other components. These may include grouts, protective coatings, a variety of linings, inserts, seals and mechanical devices that, when installed, shall protect the manhole structure, rebuild it structurally and provide chemical resistance for the length of time specified. Several manhole components such as frames, covers and steps will typically be replaced rather than renewed. The Contractor is responsible for the proper, accurate and complete installation of each manhole Renewal Component System (RCS) specified by the Owner.
 - B. The manhole RCS's installed shall cause no adverse effects to any of the Owner's processes or facilities either during or after application. The use of the product, by the Contractor, shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the Owner and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements. The Contractor shall cleanup, restore existing surface conditions and structures, and repair any of the manhole RCS's installed and determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property owners or tenants.
 - C. The prices submitted by the Contractor, shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and applying, complete in place, the manhole RCS's, in accordance with these specifications. All items of work not specifically mentioned herein which are required to make the product perform as intended and deliver the final product as specified herein shall be included in the respective lump sum bid in the Proposal. These Specifications include the minimum requirements for the renewal of manholes defined herein and as shown on the plans included as part of these contract documents.

- D. The component shall be designed for a minimum life of thirty (30) years or greater against corrosion and typical chemicals found in sewage, unless otherwise specified in the detailed section of the contract documents.
- E. Coatings or linings may be designed as a coating to rehabilitate the existing manhole against corrosion and I/I or as a structural lining. Where specified in the contract documents the installed lining shall be a structurally designed liner, meet or exceed all contract specified physical properties, fitting tightly within the existing manhole all within the tolerances specified. The installed liner shall withstand all applicable surcharge loads (soil overburden, live loads, etc.) and external hydrostatic (groundwater) pressure, if present, for each specific installation location.
- F. All manhole steps shall be removed prior to a coating or lining application and reinstalled as required by these contract specifications.
- G. Flow from existing active service connections entering the manhole shall be maintained, if the flow will affect proper RCS application/installation.
- H. All component materials furnished, as part of this contract shall be marked with detailed product information, stored in a manner specified by the manufacturer and tested to the requirements of this contract.
- I. Contractor shall provide an independent third party inspector to perform inspections during the installation of the RCS. Testing and warranty inspections shall be executed by the independent third party inspector. Contractor shall include the cost of the independent third party inspector in the lump sum bid.
- J. The Contractor shall furnish all samples for product testing as required in the contract documents. The Owner shall take possession of the samples for testing and shall maintain a chain of custody, deliver the samples to an approved laboratory and pay for all material and product testing performed under this contract.

1.2 SCOPE OF WORK INCLUDED:

- A. A detailed description of each RCS included in the contract, complete with estimated quantities.

1.3 PERFORMANCE WORK STATEMENT (PWS) SUBMITTAL

- A. The Contractor shall submit, to the Owner, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the proposed manhole RCS delivery in conformance with the requirements of these contract documents. Unless directed otherwise by the Owner, the PWS shall at a minimum contain the following:
- 1) Clearly indicate that the RCS's will conform to the project requirements as outlined in the Description of Work, Scope of Work Included and as further delineated in these contract documents.
 - 2) Certify that at the time of the bid, that defined manholes, included in the contract documents, were visited, inspected and evaluated by the Contractor prior to submitting a bid. See a sample certification form located at the end of these specifications. If the specific manholes, to be renewed, are identified after the bid opening then this should be noted on the certification form.
 - 3) Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-inspections, sewage flow maintenance, traffic control, installation procedure, method of curing, quality control, testing to be performed, final inspection, warranties furnished and all else necessary and appropriate for a complete RCS application/installation.
 - 4) A detailed installation schedule shall be prepared, submitted and conform to the requirements of these contract documents.
 - 5) The manufacturer's description of the RCS materials to be furnished for the project. Material descriptions shall be sufficiently detailed in the submittals to verify conformance to these specifications and/or shall conform to the pre-approved RCS submission. Each submittal shall contain a certification that no product used contains asbestos.
- B. The Contractors experience for each type of renewal component shall be as more specifically delineated in the detailed specifications. The name and experience of each lead individual performing work on this contract, for each component, shall be submitted with the PWS.
- C. Engineering design calculations shall be in accordance with the applicable ASTM or industry standard, for each component to be installed. These calculations shall be performed and certified by a qualified Engineer. All calculations shall include data that conforms to the requirements of these contract specifications.
- D. Information on the RCS intended for application and all tools and equipment required for a complete application/installation. The PWS shall identify which tools and equipment must be redundant on the job site in the event of equipment breakdown. All equipment, to be used for the application of RCS's, including proposed back-up equipment, shall be clearly described. The Contractor shall

outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.

- E. A detailed description of the Contractor's proposed procedures for cleaning and preparing the manhole structure, prior to applying/installing the renewal component shall be submitted as part of the PWS.
- F. Compensation for all work required for the RCS submittal of the PWS shall be included in the Mobilization Item contained in the Bid Proposal.

1.4 SUBMITTALS

- A. Product data submittals required for all renewal RCS's proposed for installation under this contract shall include:
 - 1. RCS material type and manufacturer to be used, including catalog data sheets, ASTM references, material composition, manufacturers recommended specifications, component physical properties and chemical resistance. (PWS)
 - 2. The manufacturer's detailed description of the recommended procedures for handling and storing materials including a proposed method for monitoring temperatures of the storage location, if applicable to the specific RCS material. (PWS)
 - 3. Manufacturers detailed description of the recommended material installation/application process including mixing, additives, set time and all equipment required for quality product delivery. (PWS)
 - 4. Technical data sheet on each renewal component to be applied/installed, stating the expected longevity of the component in a wastewater environment. Data shall be based on independent third party tests. (PWS)
 - 5. Manufacturer's detailed description of all required field testing processes and procedures. (PWS)
 - 6. Copies of independent testing performed on the renewal component, indicating that the product meets the requirements as specified in these contract documents. (PWS)
 - 7. Technical data sheet and project specific data for manhole repair materials to be used in conjunction with each renewal component(s) including application cure time and surface preparation procedures. (PWS)
 - 8. Certification that backup installation equipment is available on the job site or can be delivered to the job site within 24 hours. (PWS)
- B. Shipping information including: (Jobsite)
 - 1. Date shipped including origination and delivery locations
 - 2. Shipping method and carrier
 - 3. Shipped item, including manufacturer, stock and lot number

4. All shipping, storage and safety requirements including MSDS documents.
 5. Date delivered to project site including name and signature of receiver.
- C. By-Pass Pumping Plan to the RCS's being installed. (PWS)
 - D. Traffic Control plan, if applicable, for the RCS's being installed.
 - E. Certified statement, from the manufacturer, that the contractor/installer is an approved installer of the RCS with certificates of completed training for each crew member involved in each renewal component. This requirement shall comply with the specific RCS requirements specified in the contract documents. (PWS)
 - F. Certified statement, from the manufacturer, that the independent third party inspector is approved to evaluate the installation of the RCS being installed. Also provide documentation of the inspector's experience and expertise to perform inspections on RCS's.
 - G. For each manhole renewal, a complete and accurate record of all RCS's installed/applied shall be prepared. The record shall include identifying manhole number, location, quantities of renewal components installed, estimated quantity of Infiltration/Inflow removed from the manhole and the results of the post renewal inspection. (After Renewal Completion) An example record summary sheet is included at the end of these contract documents.
 - H. All independent third party site inspections shall be forwarded to Engineer not later than 11am one business day prior to the next scheduled incremental meeting.
 - I. Submittal of all quality assurance documentation and test reports for RCS's installed. (After Renewal Completion)
 - J. Compensation for all work required for product submittals and the submittal of a By- Pass Pumping Plan and a Traffic Control Plan shall be included in the Mobilization Item contained in the Bid Proposal.

1.5 QUALITY ASSURANCE PLAN (QAP)

- A. A detailed quality assurance plan (QAP) shall be submitted to the Owner that fully represents and conforms to the quality control requirements of these specifications. At a minimum the QAP shall include the following:
 1. A detailed description of the proposed quality assurances to be performed by the Contractor.

2. Defined responsibilities, of each of the Contractor's personnel, for assuring that all quality assurance requirements, for this contract, are met. These shall be assigned, by the Contractor, to his specific personnel.
 3. Proposed procedures for quality assurance, product sampling and testing shall be defined.
 4. Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form as applicable.
 5. A scheduled performance and product test result reviews between the Contractor and the Owner at a scheduled job meeting. All independent third party site inspections shall be forwarded to Engineer not later than 11am one business day prior to the next scheduled incremental meeting.
 6. Inspection forms and guidelines for quality assurance inspections shall be prepared in accordance with the standards specified in this contract and submitted with the QAP. Sample forms are included at the end of these contract documents.
 7. Proposed methods and procedures for RCS repair or replacement, (as defined in Section 1.6 of this document) in the event of product defects or total failure.
- B. Contractor shall provide an independent third party inspector to perform inspections during the installation and testing of the RCS. The inspector shall be approved by the selected manufacturer. The inspector shall also be knowledgeable of industry practices and be employed by a firm which is regularly involved in evaluation of RCS.
- C. Compensation for the independent third party inspector and all work required for the preparation and submittal of the QCP shall be included in the various RCS items contained in the Proposal.

1.6 RENEWAL COMPONENT SYSTEM (RCS) REPAIR/REPLACEMENT

- A. Occasionally installation of RCS's will result in the need to repair or replace a portion of the installed product. The Manufacturer shall outline specific repair or replacement procedures for potential defects that may occur during the application of the RCS.
- B. Repair/replacement procedures shall be as recommended by the RCS Manufacturer and shall be submitted as part of the PWS.
- C. Defects, that may not affect the operation and long term life of the product, shall be identified and defined by the Manufacturer.
- D. Repairable defects that may occur in the RCS shall be specifically based on Manufacturer's recommendations, including a detailed step-by-step repair

procedure, resulting in a finished product meeting the estimated life cycle of the component and requirements of these contract specifications.

- E. Un-repairable defects that may occur in the RCS shall be clearly defined and based on the Manufacturer's recommendations. The Contractor together with the manufacturer shall define the best recommended procedure for the total removal and replacement of the RCS.
- F. The Contractor shall receive no additional compensation for the repair or replacement of RCS's deemed non-conforming to the requirements of these contract documents and unacceptable by the Owner.

1.7 REFERENCES

- A. ASTM and other applicable standard documents, that are listed in the detailed specifications, are made a part of these specifications by reference to the extent stated herein and shall be the latest edition thereof. Where there are differences between codes, standards and these specifications, these specifications shall govern.

1.8 DELIVERY, STORAGE AND HANDLING

- B. Renewal component materials are to be kept dry, protected from weather and stored under cover and in accordance with manufacturer's recommendations.
- C. Polymer and Cementitious protective coating materials are to be stored at temperatures as recommended by the manufacturer and handled according to their material safety data sheets. Do not store near flame, heat or strong oxidants.

1.9 SAFETY

- A. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the site for working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the work site.
- B. The Contractor shall perform all of the Work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces and with the equipment being utilized for manhole renewal components. Confined space, defined as any space having one or more of the following characteristics:
 - 1. Limited openings for entry and exit.
 - 2. Unfavorable natural ventilation.
 - 3. Not designed for continuous worker occupancy.

- C. The Contractor shall have on the job site at all times at a minimum the following safety equipment:
 - 1. Gas monitor capable of testing and detecting for combustible gas, oxygen deficiency and hydrogen sulfide.
 - 2. Confined space access and retrieval winch system.
 - 3. Ventilating fans with large diameter ventilating hose.
 - 4. Supplied air respirator, MSHA/NIOSH approved type.
 - 5. Safety harness and life lines.
 - 6. Other equipment as may be required
 - 7. This equipment to be available for use, in sufficient quantity, by the Contractor, Engineer and Owner for the duration of the project.

- D. All entries into or work within confined spaces shall be conducted in accordance with the U.S. Department of Health and Human Services/National Institute for Occupational Safety and Health [DHHS (NIOSH)] Publication No. 87-113, A Guide to Safety in Confined Spaces.

- E. The Contractor shall submit a proposed Safety Plan to the Owner, prior to beginning any work, identifying all competent persons, equipment and operating procedures. The plan shall include a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Contractor's submitted Safety Plan.

- F. Compensation for all work required for the submittal of the Safety Plan shall be included in the Lump Sum item for Mobilization contained in the Bid Proposal.

1.10 WARRANTY

- A. The materials used for the project shall be certified by the manufacturer for the specified purpose. The manufacturer shall warrant the RCS to be free from defects in raw materials for one (1) year after installation and from the date of acceptance by the Owner. The Contractor shall warrant the installation of the renewal component for a period of one (1) year. During the one (1) year warranty period if the renewal component, fails, delaminates, peels or shows any defect, which may materially affect the integrity, strength, function and/or operation of the manhole structure, it shall be repaired at the Contractor's expense in accordance with procedures included in Section 1.6 Renewal Component Repair/Replacement.

- B. After a manhole has been renewed and for a period of time up to one (1) year following completion and final acceptance of the project, the Owner may inspect all or portions of the renewed manholes. The specific locations will be selected at random by the Owner and will include all types of structures from this project.

- C. If it is found that any of the renewal components have developed defects since the time of "Quality Assurance And Testing," the defects shall be repaired and/or the component shall be replaced as defined in Section 1.6 Renewal Component System (RCS) Repair/Replacement. If, after inspection of a portion of the renewed manholes under the contract, problems are found, the Owner may inspect all manholes where RCS's have been applied/installed under this contract.
- D. All verified defects shall be repaired and/or replaced by the Contractor and shall be performed in accordance with Section 1.6 Renewal Component System Repair/Replacement and per the original specifications, all at no additional cost to the Owner.

1.11 WARRANTY INSPECTIONS

- A. Visual inspection to determine integrity of RCS materials and water-tightness will be conducted within 3 months before the expiration of the guarantee period.
- B. If possible, inspection should be performed, in the spring, during high groundwater and frequent rainfall events.
- C. The Owner shall perform all warranty inspections together with the Contractor.
- D. Twenty Five (25) percent of manholes renewed shall be inspected, at locations randomly selected, by the Owner.
 - 1. No infiltration or inflow shall be visible in the renewed manhole.
 - 2. If any RCS fails the warranty inspection, the Owner shall inspect all RCS's installed in the contract, together with Contractor.

PART 2 – RENEWAL COMPONENT SYSTEM (RCS) PRODUCTS

2.1 CURED-IN-PLACE MANHOLE LINERS

A. REFERENCES

- 1. ASTM D-638-03 Standard Test Method for Tensile Properties of Plastics
- 2. ASTM D695-02a Standard Test Method for Compressive Properties of Rigid Plastics
- 3. ASTM D790-07 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
- 4. ASTM D2344/D2344M-00(2006) Standard Test Method for Short-Beam Strength of Polymer Matrix Composite Materials and Their Laminates
- 5. ASTM: D-3039 ASTM D3039/D3039M-00(2006) Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials

B. BAG LINERS

C. GENERAL

1. The new liner system shall consist of multiple structural layers of fiberglass with a non-porous membrane layer between fiberglass, or Polyvinyl Chloride/Polyester (PVCP) liner with a fiberglass layer, installed to fit tightly against the manhole wall using pressure and heat.

D. MATERIALS

1. Manhole interior walls and benches shall be patched with cementitious patching/plugging compounds.
2. Channel reconstruction cement shall be as specified elsewhere herein.
3. As a minimum the manhole liner systems shall be composed of a multiple layered composite. The primary layer shall be manufactured from 20 mils PVC with 10 ounce per square yard polyester fiber. The surface hairs of the fiber must be embedded in the molten PVC during the manufacturing process of the PVCP laminate. Glued laminates are not allowed.
4. The fibrous body will be impregnated with a modified epoxy resin. Add fiberglass and resin, for additional liner thickness.
5. Liner Thickness: The anticipated hydrostatic head "h" in feet above the bottom of the invert and the Radius "R" in feet of the structure shall determine the necessary liner thickness "t" in mils.

E. FORMED AND CURED IN PLACE PROTECTIVE LINER

(Fiberglass Reinforced epoxy composite)

1. GENERAL

- a. The protective liner shall be a multi layered composite comprised of layers of epoxy and fiberglass cloth, hand crafted, constructed in place and cured at ambient temperature to mitigate curing stresses.

2. MATERIALS

- a. Manhole interior surfaces shall have all defects such as leaks, holes, mortar joints, bug holes, etc. patched with cementitious patching/plugging compounds.
- b. Manhole invert channels shall be reconstructed with cements as required.
- c. Manhole corbel and joints shall be surface prepped and resurfaced to an even and nearly smooth profile with cements as required.

2.2 REPLACE MANHOLE FRAME AND COVER

A. REFERENCE

1. ASTM A48/A48M-03 Standard Specification for Gray Iron Castings Class 35B AASHTO Standard Specifications for Highways and Bridges

B. CONDITION

1. The manhole casting shall be free from sand or blow holes and other defects. The machine bearing surfaces of the frame and cover shall have even bearing

2.3 MANHOLE ADJUSTMENT MATERIALS

A. REFERENCE

1. ASTM D4976-06 Standard Specification for Polyethylene Plastics Molding and Extrusion Materials
2. AASHTO Standard Specifications for Highways and Bridges

B. MATERIALS

1. Manhole adjustments shall be cast iron, HDPE, PVC, urethane, rubber, brick, cement or poured concrete.

2.4 MANHOLE STEPS

A. REFERENCES

1. ASTM C478-07 Standard Specification for Pre-cast Reinforced Concrete Manhole Sections
2. ASTM A615/A615M-07 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
3. AASHTO M199

B. MATERIAL

1. Reinforced manhole steps shall conform to the minimum requirements of ASTM C478. The reinforcing bar shall be grade 60, deformed 1/2inch reinforcing bar conforming to the requirements of ASTM A615

PART 3 – EXECUTION

3.1 GENERAL

- A. Maintain manhole service throughout duration of project.
- B. Provide 72 hour notice to the Owner prior to start of work for Inspector to review and document materials and equipment to be used, for Quality Assurance and testing requirements.

3.2 CONTRACTOR EXPERIENCE

- A. Current documentation, from the RCS product manufacturer, certifying that the Contractor's training, the Contractor's personnel and equipment comply completely with their product Quality Assurance requirements.
- B. For a manhole coating or lining product to be considered for this project, a minimum of 1000 vertical feet of documented manhole renewal must have been completed by the Contractor in the previous three (3) year period.
- C. For all RCS products except coatings and linings, to be considered for this project, a minimum of a three (3) year installation history must be documented.
- D. In all cases a minimum of five (5) recent verifiable references of the Contractor's work is required, indicating the successful application of the RCS products of the same material type as specified herein or to be furnished by the Contractor and applied in a similar project environment as included in these contract specifications.

3.3 MANHOLE PREPARATION

- A. Bypass Pump sewage as required.
- B. Clean interior surfaces of manhole of debris, dirt, oil, grease, remains of old coating materials, and any other extraneous materials.
- C. Pressure wash manhole walls to remove loose mortar, concrete and debris. Pressure levels used for cleaning shall be as recommended by the manufacturer.
- D. Repair irregularities in manhole using materials compatible with proposed resurfacing material, as recommended by the manufacturer.
- E. Repair leakage in manhole using materials specified in these contract specifications.
- F. Trim and grout incoming laterals and pipes.
- G. Remove debris from manhole and incoming sewer connections.
 - 1. Handle cleaning water in closed discharge hoses to prevent water and residue from causing damage.
 - 2. Do not discharge debris downstream through the sanitary sewer system.
 - 3. Filter solids-laden water through a de-silting device.
 - 4. Properly dispose of debris and residue from cleaning and other construction operations in a manner satisfactory to Owner and authority having jurisdiction over area where work site is located.

3.1 CURED-IN-PLACE MANHOLE LINERS.

3.1.1 MAINTAINING WASTEWATER FLOWS

- A. The Contractor shall be fully responsible for maintaining the normal sewage flow through the manhole where the specified rehabilitation work demands such flow control. The Contractor shall plan his work in order to maintain flows and to not interrupt sewer service. This may include evening work. The cost of any evening work required will be included in the contract price of the applicable item. The Contractor shall not perform work to manholes until plans for bypass pumping or flow restriction have been submitted to the Owner and accepted. No plugging of existing Utility System Gravity Mains will be made without submitting a plan to the Owner for review.
- B. Unlined flow channel. Install a bridge or flow through tube and cut the liner bottom near the flow line in the channel to expose the flow channel and give access to the pipes. Plug the pipes entering the manhole through the wall and trim the pipe opening to restore flow.
- C. Lined flow channel. Plug the pipes entering the manhole and line the flow channel to the edge of the pipe. Trim all pipe openings and restore the flow.

3.1.2 PRE-INSPECTION

- A. Prior to beginning work, the manhole shall be visually inspected and any areas of apparent structural damage that will affect the installation of the liner shall be reported to the Owner for proceeding with the work.
- B. All manhole steps shall be removed before the CIP liner is installed.

3.1.3 INFILTRATION CONTROL

- A. The stopping of active hydrostatic infiltration shall be accomplished by using a quick set cementitious material compatible to the liner material being installed or using expansion type grouts.

3.1.4 CHANNEL RECONSTRUCTION

- A. Remove all loose grout and rubble of existing channel. Rebuild channel if required by shaping and repairing slope of shelves or benches. Work shall include alignment of inflow and out flow ports in such manner to prevent the deposition of solids at the transition point. All inverts shall follow the grades of the pipe entering the manhole. Changes in direction of the sewer and entering branch or branches shall have a true curve of as large a radius as the size of the manhole

will permit. Channels shall be shaped to allow entrance of maintenance equipment into pipes including buckets, TV camera, etc.

- B. All inverts shall be lined.

3.1.5. BAG LINER INSTALLATION

- A. The Contractor shall furnish all materials, equipment, tools, and labor as required for the renewal of the manholes specified, including the installation of the CIP liner.
- B. The installation of the selected liner system shall be in strict accordance with the manufacturer's instructions. This shall include the preparation, installation, inflation, curing, and finishing, required for the complete installation of the CIP liner. Custom fabricate liner to individual manhole dimensions.
- C. Line bench area with material placed in the bottom of the manhole and extending a minimum of 6 inches up the manhole wall, Saturate liner with resin, place into manhole, pressurize with air or water and cure with hot water, steam or hot air following manufacturer's recommendations
- D. When finished, liner forms a monolithic structure from the manhole frame to the bench.
- E. All safety rules and regulations applicable laws and insurance requirements shall be observed, by the Contractor, in storing, handling, use and application of the liner materials, resins and any solvents.

3.1.6 FORMED AND CURED IN PLACE PROTECTIVE LINER

(Fiberglass Reinforced epoxy composite)

- A. The protective composite liner shall be hand crafted in place to perfectly fit and follow the shape and contour of the manhole. A layer of epoxy, 80-100 mils in thickness, shall be placed and firmly troweled to force the epoxy into and even out any and all imperfections of the final prepped surface and ensure 100% bonding with no gaps or voids. This heavy layer provides the first impervious non-porous layer of protection. A Type E fiberglass fabric (minimum of 11 oz. stitch bonded, coated with a chemical binder and having a tensile strength of 500,000 psi) shall be applied and incorporated into the epoxy (encapsulated) by application of another impervious layer of epoxy (approx. 40 mils).
- B. A minimum of 125 mils thickness shall be applied, in certain circumstances, if greater thickness or strength is specified, it can be accomplished by either increasing the thickness of the epoxy layers or by using additional layers.

3.1.7 TESTING AND ACCEPTANCE

- A. Visual Inspection
- B. Liner thickness shall be the minimum value as specified herein.
- C. Vacuum Testing
- D. Holiday Detection Test
- E. Adhesion Testing
- F. Exfiltration Test

3.2 MANHOLE ADJUSTMENT MATERIALS

- A. Adjustment material installation:
 - 1. The contractor shall furnish all materials, equipment, tools and labor required for the adjustment of rings and covers to grade.
 - 2. The ring and cover to be adjusted shall be located and clearly marked.
 - 3. The existing road or ground surface shall be cut all around the ring & cover, either by triangular, square or round cut (being careful to not create stress fracture points in the corners by over-cutting) to an adequate depth that will allow the desired adjustments to be accomplished. If the cut is not deep enough, the increase in depth may be accomplished with the use of various digging investments.
 - 4. All of the road or ground inside of the cut shall be removed to allow safe working conditions during the adjustment and restoration to the proper height or level.
 - 5. The ring shall be positioned, either by suspension or by placement on the correct amount of adjustment rings, If the positioning is accomplished by suspension, the required retainer shall be installed properly.
 - 6. Once the ring is properly positioned and secured, the open area shall be filled and properly compacted with the materials prescribed in the bid documents and finished off in a manner to meet the requirements of the specs.
 - 7. If the area has been filled (in whole or in part) with poured concrete and/or asphalt, it shall be adequately protected by control devices for a period of time that will allow the fill to properly cure before allowing traffic to resume.

3.3 MANHOLE STEPS

- 1. Manhole steps shall be driven into pre-cast or drilled holes. Steps shall be installed no more than 16 inches apart vertically on the interior of the manhole wall at a point 4" below the base flange of the manhole casting.
- 2. Each installed step shall be sealed at the RCS according the RCS manufacturer's instructions.

3.4 QUALITY ASSURANCE AND TESTING

3.4.1 GENERAL

1. The Contractor shall test the installed RCS's as specified by these contract documents. 10% of the installed RCS's, minimum of one, shall be tested using a testing procedure as further delineated below. If more than 5% of the tested RCS's fail the test than an additional 10% of the manholes are selected for further testing. This process continues until the RCS's tested meet the requirements of these contract documents, to the satisfaction of the Owner.

3.4.2 CHAIN OF CUSTODY

1. The Contractor shall perform all testing in the presence of the independent third party inspector. The independent third party inspector shall receive test samples from the Contractor and transmit samples to a third party testing laboratory. The independent third party inspector shall maintain the chain of custody of all samples that are transmitted and tested to verify RCS compliance with these contract documents.

3.4.3 TEST REQUIREMENTS

1. Visual Inspection

- a. All manholes shall be visually inspected to identify any leakage into the manhole in areas where RCS's were installed by the Contractor.

2. CIP Material Property Tests

- a. The physical properties of the RCS installed shall be verified through field sampling and laboratory testing. All materials for testing shall be furnished by the Contractor to the Owner for testing. All materials testing shall be performed at the Owner's expense, by an independent third party laboratory. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents and submitted with the PWS.
- b. The Contractor shall provide samples for testing to the Owner from the actual installed RCS. Samples shall be provided, at a minimum from one location per every ten (10) RCS's installed.

3. Cementitious Material Property Testing

- a. One 2 X 2 inch sample cube shall be taken for every 50 bags of material used. Samples shall be sprayed from nozzle, identified in the presence of the independent third party inspector and sent, by the independent third party inspector, to an independent test laboratory for compression strength testing as described in ASTM C-109.

4. Film thickness Measurements

- a. During application a wet film thickness gauge, meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used. Measurements shall be taken, in the presents of the independent third party inspector, documented and attested to by Contractor for submission to Owner.

5. Holiday Detection Test

- a. Contractor shall perform a Holiday Detection Test for all coating systems installed in corrosive environments.
- b. After the epoxy coating products have set in accordance with manufacturer instructions, all surfaces shall be inspected for holidays with high-voltage holiday detection equipment. Reference NACE RPO 188-99 for performing holiday detection.
- c. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional coating can be hand applied to the repair area.
- d. All touch-up/repair procedures shall follow the coating manufacturer's recommendations.
- e. Documentation on areas tested, results and repairs made shall be provided to the Owner, in writing, by Contractor.

6. Adhesion Testing

Adhesion Testing shall be performed as follow:

- a. Contractor shall test a minimum of 10% of the manholes coated for adhesion/bond of the coating to the substrate. Testing shall be conducted in accordance with ASTM D4541 as modified herein. The independent third party inspector shall select the manhole(s) to be tested.
- b. A minimum of three (3) - 20 mm dollies shall be affixed to the coated surface at the cone area, mid section and at the bottom of the structure or in areas suspect from non-destructive evaluation and testing. The adhesive used to attach the dollies to the coating shall be rapid setting with tensile strengths in excess of the coating product and permitted to cure in accordance with manufacturer recommendations. The coating and dollies shall be adequately prepared to receive the adhesive.
- c. Failure of the dolly adhesive shall be deemed a non-test and require retesting. Prior to performing the pull test, the coating shall be scored to within 30 mils of the substrate by mechanical means without disturbing the dolly or bond within the test area.
- d. Two of the three adhesion pulls shall exceed 200 psi or concrete failure with more than 50% of the subsurface adhered to the coating.

- e. Should a structure fail to achieve two successful pulls as described above, additional testing shall be performed at the discretion of the Owner. Any areas detected to have inadequate bond strength shall be evaluated by the Owner.
- d. Further bond tests may be performed in that area to determine the extent of potentially deficient bonded area and repairs shall be made by Contractor.

7. Exfiltration Test

- a. Manholes lined in their entirety (including invert) shall be subjected to an exfiltration test. Incoming and outgoing sewer and service lines shall be plugged, the plugs restrained and the manhole filled with water to the top of the manhole frame. A soaking period of up to 1 hour will be allowed. At the end of this soaking period, the manhole shall be refilled with water and the test begun. If the water loss exceeds that shown in the following table, the manhole will have failed the test. Repairs and adjustments necessary due to extenuating circumstances (i.e. pipe joint, liner, plug sealing) should be made. Retesting shall proceed until a satisfactory test is obtained.

Maximum Allowable Loss is determined assuming a standard 4 foot diameter manhole.

Depth of Materials	Maximum Allowable Loss
Under 8 feet deep	1 inch in 5 minutes
Over 8 feet deep	1/8" per foot of depth in 5 minutes

- 8. All testing shall conform to these contract specifications and the submitted PWS.

END OF SECTION 33 39 13.61

