



ST. TAMMANY PARISH SCHOOL BOARD

SIXTH WARD ELEMENTARY, 100 WING REROOFING PEARL RIVER, LOUISIANA

STPSB PROJECT NO. R0079



DAMMON ENGINEERING, INC.
554 OLD SPANISH TRAIL
SLIDELL, LOUISIANA 70458

November 18, 2019

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SECTION 1A – ADVERTISEMENT FOR BIDS

Separate sealed bids will be received by the St. Tammany Parish School Board at the St. Tammany Parish School Board C.J. Schoen Administrative Complex, Reception Desk, 321 N. Theard, Covington, Louisiana 70433 for Sixth Ward Elementary, 100 Wing Reroofing, STPSB Project No. R0079 on the 11th day of February 2020, at 2:00 p.m. (Time shall be established by the PBS clock at the Reception Desk at the above referenced address), at which time and place bids will be publicly opened and read aloud.

Complete Bidding Documents may be obtained from the Architect, Dammon Engineering, Inc., 554 Old Spanish Tr. Slidell, LA 70458; (985) 649-5832, upon payment of a deposit of \$75.00 for each printed set of documents.

All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of a certified check, cashier's check or bid bond, as outlined in the Instructions to Bidders.

The Successful Bidder will be required to furnish a performance and payment bond, each in an amount equal to 100% of the contract amount.

No bid may be withdrawn except as provided for by law.

Bidders must meet the requirements of the State of Louisiana Contractor's Licensing Law, Louisiana Revised Statute 37:2150.1 through 2164, as amended.

Preference may be given to materials, supplies and provisions produced, manufactured or grown in Louisiana in accordance with law.

The Owner reserves the right, in accordance with law, to reject any and all bids.

A pre-bid conference will be held on the 29th day of January 2020 at 1:00 pm at 72360 LA-41 Pearl River, LA 70452. Bidders are strongly urged to attend and participate in the conference.

Bidders have the option to submit bids electronically in accordance with Louisiana Revised Statute 38:2212 A(1)(f)(i). Please find bid related materials and place electronic bids at www.centralbidding.com.

END OF SECTION 1A

SECTION IB - INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **Fifty-five (55)** consecutive calendar days, subject to such extensions as may be granted in accordance with the Contract Documents, 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 **Five Hundred Dollars (\$500.00)** for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the completion date stated on the “Notice to Proceed”. Said sum shall in no event be construed to be a penalty; but only as damages fixed and agreed upon in advance.

CONSTRUCTION CLASSIFICATION:

Bids will be accepted from Contractors who are properly licensed for the classification of **Building construction**, (see La. R.S. 37:2156.2 for classifications).

ST. TAMMANY PARISH SCHOOL BOARD

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SECTION 1

DEFINITIONS

- 1.1 “Alternate Bid” (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted by the Owner.
- 1.2 “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 deducted for sums stated in any Alternate Bid.
- 1.3 “Bid” is a complete and properly signed Uniform Public Work Bid Form to do the Work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents and subject to the requirements of the Contract Documents.
- 1.4 “Bidder” is one who submits a Bid for a prime contract with the Owner for the Work described in the proposed Contract Documents.
- 1.5 “Bidding Documents” include but are not limited to:
 - 1.5.1 All definitions set forth in the General Conditions of the Contract.
 - 1.5.2 “Addendum” or “Addenda” are written or graphic instruments issued by the Architect prior to the opening of bids which modify or interpret the Bidding Documents by additions, deletions, approvals, clarifications or corrections.
 - 1.5.3 “Contract Documents” include all documents identified in the Agreement between the Successful Bidder and the Owner.
- 1.6 “Owner” is the St. Tammany Parish School Board.

SECTION IB - INSTRUCTIONS TO BIDDERS

- 1.7 “Sub-bidder” is one who submits a bid to a Bidder for a portion of the Work.
- 1.8 “Successful Bidder” means the lowest qualified responsible and responsive Bidder submitting a Bid and to whom the Owner makes an award.
- 1.9 “Unit Price” is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract Documents.
- 1.10 “Work” consists of the duties and obligations undertaken by the Bidder in accordance with the Contract Documents to complete the Project identified in the Contract Documents.

SECTION 2

BIDDER'S REPRESENTATION

- 2.1 Each Bidder by submitting a completed and signed Bid represents that:
 - 2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
 - 2.1.2 He has examined and personally visited the site and the location of the proposed Work and has familiarized himself with the local conditions under which the Work is to be performed to include correlation of his personal observations with the requirements of the Contract Documents.
 - 2.1.3 His Bid is based upon the materials, systems, equipment or other items and conditions described in the Bidding Documents without exception.
 - 2.1.4 He is satisfied as to (1) the conditions to be encountered, (2) the character, quality, and scope of the proposed Work, (3) the quality and quantity of the materials to be furnished, and (4) the requirements of the Bid, the plans and specifications, and other Contract Documents.
 - 2.1.5 He is fully qualified and licensed in accordance with La. R.S. 37:2150.1 through 37:2164 as amended, and under applicable state and local licensing requirements and he shall be responsible for determining that he and all Sub-bidders or prospective subcontractors are duly licensed in accordance with state and local authorities.

SECTION 3

BIDDING DOCUMENTS

- 3.1 COPIES
 - 3.1.1 Prime bidders who are properly licensed by the Louisiana State Licensing Board for Contractors may obtain from the Architect (unless another issuing office is designated in the Advertisement for Bid) at least one set of complete Bidding Documents for the deposit, if any, stated in the Advertisement for Bid. Deposits for documents will be returned in accordance with law.
 - 3.1.2 Bidding Documents will be issued in accordance with law.
 - 3.1.3 Complete sets of Bidding Documents should be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
 - 3.1.4 The Owner or the Architect, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license for any other use.
- 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS
 - 3.2.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

SECTION IB - INSTRUCTIONS TO BIDDERS

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

3.3 SUBSTITUTIONS/PRIOR APPROVALS

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

3.3.2 No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Architect and Owner at least ten (10) calendar days prior to the date for receipt of bids. Each such request shall include the name of the manufacturer and distributor of the materials or equipment of the substitute and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The decision of the Owner concerning any substitute shall be final.

3.3.3 If the Owner approves any proposed substitution, such approval will be set forth in an Addendum. Bidder shall not rely upon approvals made in any other manner, whether oral or in writing.

3.4 ADDENDA

3.4.1 Addenda will be transmitted or delivered to all Bidders who have requested Bidding Documents in accordance with law.

3.4.2 Each Bidder should ascertain from the Architect prior to submitting a Bid that he has received all Addenda issued. All bids will be considered by the Owner as if the Bidder had received and considered all Addenda.

SECTION 4

BIDDING PROCEDURE

4.1 FORM AND STYLE

4.1.1 Bids should be submitted on the Uniform Public Work Bid Form provided by the Owner. The form can be removed from the project manual or specifications. A duplicate copy is also acceptable.

4.1.2 Information requested on the Uniform Public Work Bid Form should be filled in by typewriter or legible hand printing or writing in ink.

4.1.3 Where so indicated by the makeup of the Uniform Public Work Bid Form, prices should be expressed in both words and figures, and in case of discrepancy between the two, the amount expressed in words shall govern.

4.1.4 All requested alternates shall be Bid.

4.1.5 Bidder shall not qualify his Bid in any manner.

4.1.6 Each Bid shall state the name of the Bidder. Written evidence of the authority of the person signing the Bid, if required by law, should be attached to the bid. Bidders are instructed to carefully review the law and the Uniform Public Work Bid Form for requirements in submission of a bid.

4.1.7 Bidder shall certify that he is properly licensed and should show his license number on the Uniform Public Work Bid Form in the designated space and shall show his license number on the bid envelope. Failure of the Bidder to certify that he is licensed or to include the contractor's license number on the bid envelope may result in the Bid being automatically rejected, so marked, returned to the Bidder, and not read aloud in accordance with Louisiana Revised Statute 37:2163.

4.1.8 Bidders should attach or enclose with the signed Uniform Public Work Bid Form all other necessary documents, including but not limited to written proof as set forth in Section 4.1.6 and the Bid Security.

4.2 BID SECURITY

SECTION IB - INSTRUCTIONS TO BIDDERS

- 4.2.1 Bids may not be considered or accepted if the Bid is not accompanied by bid security in an amount of five percent (5%) of the Base Bid. 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 the state of Louisiana and qualified as required by the provisions of Louisiana Revised Statute 38:2218 and 38:2219. Any bond should be accompanied by the appropriate power of attorney with a valid effective date.
 - 4.2.2 Bid security furnished by the Bidder should guarantee that the Bidder will, if awarded the Contract, perform according to the terms of his Bid and the Bidding Documents and will enter into the Contract with the Owner.
 - 4.2.3 Should the Bidder fail to perform according to his Bid and the Bidding Documents, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
 - 4.2.4 The Owner will have the right to retain the bid security of bidders until either (a) the Contract has been executed and Bonds have been furnished by the Bidder awarded the Contract, or (b) the time for the rejection of all Bids by the Owner has expired.
- 4.3 SUBMISSION OF BIDS
- 4.3.1 The signed Uniform Public Work Bid Form, the bid security, and any other documents to be submitted with the Uniform Public Work Bid Form should be enclosed in a sealed, opaque envelope. The envelope should be addressed to St. Tammany Parish School Board, 321 N. Theard, Covington, Louisiana 70433 and be plainly marked "BIDS ON CONSTRUCTION OF (Name of Project) TO BE OPENED (Date)" and include the Bidder's name, address, and **shall** include the Louisiana contractor's license number. If the Bid is sent by mail, the sealed envelope should be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
 - 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bid, or any extension thereof made by Addendum. Bidders are responsible for timely delivery at the location designated for receipt of Bids. Delays in the U.S. Mail or any other agent or delivery service remain the responsibility of the Bidder. Bids received after the time and date for receipt of bids will be returned unopened.
- 4.4 MODIFICATION OR WITHDRAWAL OF BID
- 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder except in accordance with law.
 - 4.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by written notice to the party receiving Bids at the place and prior to the time designated for opening of Bids
 - 4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the opening of Bids.
 - 4.4.4 Bid security should be in an amount sufficient for the Bid as modified or resubmitted.

SECTION 5

CONSIDERATION OF BIDS

- 5.1 OPENING OF BIDS
- 5.1.1 Unless stated otherwise in the Advertisement for Bids, the properly identified Bids received on time will be opened publicly, will be read aloud, and an abstract of the amounts of the Base Bids and Alternates, if any, will be made available to Bidders.
- 5.2 REJECTION OF BIDS
- 5.2.1 The Owner shall have the right to reject any or all Bids in accordance with law.
- 5.3 ACCEPTANCE OF BID (AWARD)
- 5.3.1 The Owner shall award a contract to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with law, and the Owner does not reject any or all Bids in accordance with law.

SECTION IB - INSTRUCTIONS TO BIDDERS

SECTION 6

SUBMISSIONS

- 6.1 If required by the Owner, the apparent low Bidder shall submit to the Architect and the Owner prior to award of the Contract, written documentation from any manufacturer that the manufacturer will issue the guarantee, such as a roof system guarantee, based on the specified system or equipment and include the name of the applicator acceptable to the manufacturer for installing the specified system and all requirements of the manufacturer which must be met in order for the guarantee to issue. The manufacturer shall be one that has received prior approval or is named in the specifications.

SECTION 7

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 7.1 The successful Bidder shall furnish and pay for a performance bond and a statutory payment bond for public works, in accordance with the Contract Documents and Louisiana Revised Statute 38:2219 as amended.
- 7.2 The Bonds shall be issued in accordance with the provisions of Louisiana Revised Statute 38:2216 and 2219 as amended, except that they will be in the amount of one hundred percent of the Contract amount.
- 7.3 The Owner may record the executed Agreement and Bonds with the Clerk of Court for the Parish of St. Tammany.

SECTION 8

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 8.1 Unless otherwise provided in the Bidding Documents, the Agreement and bond forms for the Work will be written on the forms as attached in the Contract Documents. Within five (5) days after the proposed agreement is presented to the Successful Bidder for execution, the Successful Bidder and his surety must execute the Agreement.

SECTION 9

AFFIDAVIT OF COMPLIANCE WITH LOUISIANA REVISED STATUTES 38:2212.9, 2224 AND 2227

- 9.1 Each person submitting a Bid, prior to an award of the Contract to them, will be required to sign and execute an affidavit before a Notary Public in the form provided to the effect that Bidder is qualified in accordance with law to Bid on the Work and to undertake the Work, and Bidder has not colluded with any person, firm, or corporation in regard to any Bid submitted, all in accordance with law. The form of the affidavit is in the Bidding Documents.

SECTION 10

UNIT PRICES

- 10.1 Unit prices other than those requested in the Uniform Public Work Bid Form should not be submitted with any Bid.
- 10.2 Unit prices furnished by the Contractor in the form of a proposal shall not be construed as an authorization to perform work or expend monies. Any change in the Work must be authorized by a written change order and signed in accordance with the Contract Documents.

SECTION 11

RELIEF FROM BID MISTAKE

- 11.1 Bidders are advised to review the provisions of law, particularly Louisiana Revised Statute 38:2214 C and D, as amended from time to time, to support an application to withdraw a Bid.
- 11.2 In the event a Bidder, after opening of the bids, attempts to utilize the provisions of Louisiana Revised Statute 38:2214 C to attempt to withdraw its bid, the Owner will be the sole party to determine whether the alleged bid mistake is substantial.

SECTION IB - INSTRUCTIONS TO BIDDERS

SECTION 12

PRE-BID CONFERENCE

- 12.1 A pre-bid conference will be held at the time and place designated in the Advertisement for Bids. Bidders are strongly urged to attend and participate in the conference.

SECTION 13

COMPLETION TIME AND LIQUIDATED DAMAGES

- 13.1 The completion of the Work must be within the time stated in these Instructions to Bidders, subject to any extensions as may be granted in accordance with Contract Documents or the contractor shall pay the Liquidated Damages in the amount as stated in these Instructions to Bidders.

END OF SECTION IB
12/10/15

SECTION IC -PAYMENT OF TAXES

The Bidder is responsible for the payment of all applicable sales, use or other taxes relating to any materials or services to which such taxes are imposed arising from its Bid or the Contract.

END OF SECTION IC

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. Tammany Parish School Board
C.J. Schoen Administrative Complex
321 N. Theard St., Covington, LA 70433

BID FOR: Sixth Ward Elementary
100 Wing Reroofing
STPSB Project No. R0079

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., 554 Old Spanish Tr. Slidell, LA 70458; (985) 649-5832 and dated: November 18, 2019.

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

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

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

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

SECTION IIA - AGREEMENT

SAMPLE

**AGREEMENT BETWEEN
ST. TAMMANY PARISH SCHOOL BOARD
AND**

**STATE OF LOUISIANA
PARISH OF ST. TAMMANY
CITY OF COVINGTON**

AN AGREEMENT made and entered into this ____ day of _____, 2____, by and between:

ST. TAMMANY PARISH SCHOOL BOARD, located at 321 N. Theard, Covington, LA 70433 herein represented by _____, its **Superintendent** and _____, its **President**, duly authorized, hereinafter called "Owner", and

_____, located at _____, a corporation organized and created under the laws of the State of _____, herein represented by _____, its _____, duly authorized by a resolution of the Board of Directors of said corporation, adopted at a meeting held on _____, a certified copy of which is annexed hereto for reference, hereinafter called "Contractor."

The said Contractor, has agreed, and does by these presents agree, for the consideration mentioned and contained herein, to furnish all labor and materials, tools, equipment, supplies, utilities, charged fees, permits and all other construction accessories and services required to build, construct and complete in a thorough and workmanlike manner: _____, in strict accordance with the Contract Documents prepared by _____ for St. Tammany Parish School Board.

The Owner will pay and the Contractor will accept in full consideration for the performance of the contract, the sum of DOLLARS (\$_____), which sum includes all taxes and represents the Base Bid plus Alternates ____ and subject to additions and deductions as provided in the Contract Documents.

The said Contract Documents, including by way of example and not of limitation, the Drawings, dated _____, the Specifications, dated _____, the Advertisement for Bids, Instructions to Bidders, Contractor's Bid Proposal Form, General Conditions, Supplementary Conditions, Special Conditions, Addenda number __, dated _____, which impose duties and obligations upon appearers herein. All of the provisions contained in the aforementioned Contract Documents, and as further set forth below are contained herein by reference with the same force and effect as though said Contract Documents were herein set out in full. An enumeration of the Contract Documents is as follows:

Contractor agrees to complete fully all work included in this Agreement within _____(____) consecutive calendar days from the date of Notice to Proceed as issued by the Architect, subject to adjustments of the Contract Time as provided in the Contract Documents. Contractor shall be assessed Liquidated Damages, in the sum of _____ Dollars (\$_____) for each consecutive calendar day which the Work is not complete beginning with the first day beyond the completion time stated above. Said sum shall in no event be construed to be a penalty; but only as damages fixed and agreed upon in advance.

Contractor agrees to do and perform each and every one of the obligations contained in and, in conformity with, the said Contract Documents.

In accordance with Louisiana Revised Statute 23:1061(A), the parties hereby agree that Owner is entitled to and does hereby adopt a statutory employment relationship with any person(s) employed by or under Contractor, including but not limited to all subcontractor or materialmen or supplier employees. Contractor and Owner do hereby acknowledge

SECTION IIA - AGREEMENT

that the work performed by Contractor is an integral part of or essential to the ability of Owner to carry out its constitutional and statutory duties to provide educational services. Contractor agrees to provide workers compensation insurance coverage as provided for in the Contract Documents and Supplementary Conditions and holds Owner harmless and indemnifies Owner in the event of any workers= compensation claim is asserted against Owner for any persons defined herein.

In consideration of the faithful and complete performance by the Contractor of all and singular the obligations by Contractor herein assumed, the ST. TAMMANY PARISH SCHOOL BOARD hereby agrees to pay unto the said Contractor, its successors, legal representatives and assigns, at the times and in the manner set forth in the specifications above referred to, the price for the work to be done under this contract, in accordance with the proposal of said Contractor, duly accepted by Owner.

Contractor by signing this contract consents and yields to the exclusive venue and jurisdiction of the Twenty-Second District Court for the Parish of St. Tammany, State of Louisiana, and does formally waive any and all claims of entitlement to removal of any case from this jurisdiction, including any removal of any claim to any Federal Court. Contractor waives any claim of lack of jurisdiction, on account of its residence elsewhere, in the event of a law suit filed under this contract or the bonds furnished for and on behalf of the Contractor at the time of the execution of this Agreement.

Contractor has separately furnished a performance bond and a labor and materials payment bond issued by _____, this date to the Owner which bonds are furnished in accordance with the requirements of the Contract Documents and for recording in the Office of the Recorder of Mortgages in the Parish of St. Tammany.

THIS AGREEMENT is entered into as of the date first written above and is executed in at least five originals.

WITNESSES

WITNESSES

ST. TAMMANY PARISH SCHOOL BOARD

By: _____
(NAME)
Superintendent

By: _____
(NAME)
President

(CONTRACTOR)

By: _____
(NAME)
(Title)

12/10/15

SECTION IIB - PERFORMANCE BOND

**SAMPLE
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that (insert full name and address or legal title of Contractor) ; as Principal, hereinafter called Contractor, and (insert full name and address or legal title of Surety), a corporation duly organized under the laws of the State of _____, and authorized to do business in the state of Louisiana, as Surety, hereinafter called Surety, are held and firmly bound unto **ST. TAMMANY PARISH SCHOOL BOARD, 321 N. Theard, Covington, Louisiana 70433**, as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, entered into a Contract with Owner for **Abney Elementary School, Classroom Wing and Gymnasium Reroofing**, in accordance with the Drawings and Specifications prepared by **Dammon Engineering, Inc., 554 Old Spanish Tr. Slidell, LA 70458; (985) 649-5832**, which Contract and Contract Documents referred to therein are and by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION of this obligation is such that, if the said Contractor shall promptly and faithfully perform all and singular the obligations assumed by said Contractor in the aforesaid Contract during the term of said Contract and any extension thereof that may be granted by the **ST. TAMMANY PARISH SCHOOL BOARD**, with or without notice to the Surety, and during the life of any term or condition, including but not limited to any guaranty required under the Contract, or by law, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of modifications to the Surety being hereby waived; and shall fully secure and protect the said **ST. TAMMANY PARISH SCHOOL BOARD**, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and all attorney's fees made necessary or arising from the failure, refusal or neglect of the Contractor, to comply with the obligations assumed by Contractor, then this bond shall be null and void; otherwise, it shall remain in full force and effect.

Contractor and Surety do, by act of signing this Bond, consent and yield to the exclusive venue and jurisdiction of the Twenty-Second District Court for the Parish of St. Tammany, State of Louisiana and do formally waive fully and all claims of entitlement to removal of any case from this jurisdiction, including any removal of any claim to any Federal Court. Contractor and Surety waive any claim of lack of jurisdiction on account of their residence elsewhere, in the event of a law suit under the Contract or this Bond.

This Bond is furnished pursuant to the provisions of Louisiana Revised Statute 38:2216 and the only right of action which shall accrue on this Bond is solely to the benefit of the Obligee named herein and its successors or assigns, and no other person shall have any right of action based thereon.

Signed and Sealed this ____ day of _____, _____.

(SEAL)
PRINCIPAL (CONTRACTOR)

(SEAL)
SURETY

12/10/15

SAMPLE

AFFIDAVIT OF COMPLIANCE WITH LOUISIANA REVISED STATUTES 38:2212.9, 38:2224 AND 38:2227

STATE OF _____

PARISH/COUNTY OF _____

PROJECT NO. _____

NAME _____

LOCATION _____

AFFIDAVIT

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared ___(name)___ representing ___(company)___ who, being by me first duly sworn deposed and said that he/she has read and signed this affidavit and he/she does hereby attest, under oath, as follows:

(1) That affiant and his/her firm employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract for the above-referenced project with the St. Tammany Parish School Board under which he will, if awarded the contract, receive or have 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;

(2) That no part of the contract price to be received or received by affiant or his/her firm 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 of the public building or project were in the regular course of their duties for affiant;

(3) That neither affiant, nor any partner, incorporator, director, manager, officer, organizer, or member who has a minimum of ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any crimes enumerated in Louisiana Revised Statute 38:2227, or equivalent federal crimes; and

(4) That neither affiant, nor any individual with an ownership interest of five percent or more in his/her firm has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts as described in Louisiana Revised Statute 38:2212.8.

Bidder or representative to sign and type name below signature.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2____.

NOTARY PUBLIC

SECTION IIIB - SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ST. TAMMANY PARISH SCHOOL BOARD

The General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition, Articles 1 through 14 inclusive, is a part of this Contract, and is incorporated as fully as if herein set forth. For brevity, AIA Document A201 is also referred to in the Contract Documents as the “General Conditions”.

Printed copies of AIA Document A201 can be purchased from the local chapters of the American Institute of Architects, or from the American Institute of Architects, 1735 Massachusetts Avenue, N.W., Washington D.C. 2006.

The following supplements modify, change, delete from or add to the “General Conditions of the Contract for Construction”, AIA Document A201, Fifteenth Edition, 1997. Where any portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 In Paragraph 1.1.1 delete the last sentence of Subparagraph 1.1.1 of the General Conditions of the Contract for Construction and add the following: “The Contract Documents shall include the Bidding Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda. The Contract Documents shall also include the required Completion Time set out in the Instructions to Bidders, and the Contractor agrees to the Liquidated Damages set out in the Instructions to Bidders and any other costs, damages, additional architect, engineer or consultant fees or attorney fees incurred by Owner resulting in whole or in part from Contractor’s failure to complete the work timely in accordance with the Contract Documents.”

§ 1.1.2 In the fourth sentence, after the word “Sub-subcontractor” add the word “or” then after the “(3)” delete the words “between the Owner and Architect or (4)”. Also, at the end of this Subparagraph, add the following sentence: “Notwithstanding the foregoing, the Owner shall be considered a third party beneficiary of any contract or agreement between the Contractor and a Subcontractor.”

§ 1.1.5 After the word “Documents” and before the word “showing”, add the words “wherever located and whenever issued”.

§ 1.1.7 After the word “include” and before the word “the”, add the words “, without limitation,”.

Add the following Subparagraphs § 1.1.8 through § 1.1.12:

§ 1.1.8 CORRECTION PERIOD

The period of time in which the contractor shall, in accordance with Article 12, correct work failing to conform to the Contract Documents or if it is rejected, remove it and replace it with Work conforming to the Contract Documents.

§ 1.1.9 APPROVED

When the words “approved”, “satisfactory”, “proper”, or “as directed” are used, approval by the Architect shall be understood.

§ 1.1.10 ADDENDA

Addenda are written or graphic instruments issued prior to the date of the opening of the bids and which modify or interpret the Bidding Documents, including the Drawings and Specifications, by additions, deletions, clarifications or corrections.

§ 1.1.11 KNOWLEDGE

The terms “knowledge”, “recognize” and “discover”, their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor or its Subcontractors know or should know, recognize or should recognize and discover or should discover in exercising the care, skill and diligence required by the Contract Documents, by the law, or by generally accepted construction principles.

§ 1.1.12 PERSISTENTLY

The phrase “persistently fails” and other similar expressions, as used in reference to the Contractor shall be interpreted to mean any combination of acts or omissions which cause the Owner or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum, or in substantial compliance with the requirements of the Contract Documents.

SECTION IIIB - SUPPLEMENTARY CONDITIONS

§ 1.2 EXECUTION OF CONTRACT DOCUMENTS

§ 1.2.1 Add the following to Subparagraph 1.2.1:

The Owner may record a duplicate original of the Agreement and Bonds with the Clerk of Court for the Parish of St. Tammany.

§ 1.2.2 Add the following to Subparagraph 1.2.2:

The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, (5) Owner's continued occupation and use of existing buildings throughout the school year, and (6) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the project site or any improvements located on the project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Subparagraph 1.2.2.

Add the following Subparagraphs to 1.2:

§ 1.2.4 Any reference to standards (such as ASTM - American Society for Testing and Materials), shall mean the latest edition of such standards published prior to the date of the Specifications, in accordance with the abbreviation referred to in the Technical Provisions. Where such a reference is made, the applicable standard is hereby made a part of the Specification which refers to it to the same extent as if written out in that specification in full.

§ 1.2.5 In the event of a conflict or discrepancy between scaled dimensions and given dimensions, given dimensions shall take precedence over scaled dimensions. Although the Drawings are drawn to scale, as indicated, and dimensions are given, in the case of remodeling or reconstruction work, or in fitting work to existing conditions, the Contractor shall work to measurements of existing construction.

§ 1.2.6 In the event the Contractor, who has declared to the Owner that he has read, reviewed and familiarized himself with the Contract Documents and work site, has any question or believes a discrepancy exists between the Contract Documents and the Drawings, or has any question concerning any provision in the Contract Documents or Drawings, the Contractor is obligated to bring the question or discrepancy to the attention of the Owner and Architect prior to commencement of any work.

§ 1.2.7 Should the Contractor fail to timely request interpretations of questionable items in the Contract Documents prior to executing the Work, including as set forth in paragraph 3.2.1, neither the Owner nor the Architect will thereafter entertain any claim for additional costs or time.

§ 1.2.8 Where a discrepancy or inconsistency appears to exist between any of the Contract Documents regarding quantity or quality, or both, of labor and materials to be furnished for the Work, the greater quantity or higher quality shall govern and will be presumed to be included in the Contract Sum. When a general term or provision in the Contract Documents conflicts with a more specific term, the more specific term or provision in the Contract Documents governs.

§ 1.2.9 Where a given material is indicated on any of the Drawings, it is intended that such material be used throughout the length and height of walls, partitions, spandrels, panels, windows, lights, or in the assembly detail in which it occurs, for other similar locations throughout the building or Project, unless another material is indicated.

§ 1.2.10 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 1.2.11 Test boring or soils test information, if made accessible to the Contractor, is not warranted by the Owner as an accurate or approximate indication of sub-surface conditions, and no claims for extra cost or extension of time resulting from reliance by the Contractor on such information shall be allowed.

§ 1.6 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

§ 1.6.1 In the fifth sentence, between the words "use" and "solely", add the words "of the Contractor".

Add the following sentence at the end of section 1.6.1: "The limitation provided for herein shall in no way affect the Owner's right to use the Drawings, Specifications and other documents as provided for by law or as specified by Owner."

SECTION IIIB - SUPPLEMENTARY CONDITIONS

ARTICLE 2 - OWNER

§ 2.1 DEFINITION

Delete Subparagraph 2.1.1.

Delete Subparagraph 2.1.2.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete Subparagraph 2.2.1.

§ 2.2.3 Delete the word “shall” and substitute the word “may”, and delete the last sentence and substitute the following:

The Owner does not warrant, in any way, any survey that may be furnished. The Contractor shall exercise proper precautions relating to the safe performance of the work.

§ 2.2.5 Delete Subparagraph 2.2.5 and substitute the following:

The Contractor will be furnished, free of charge, up to ten (10) copies of the Drawings and Project Manual. Any additional copies will be furnished at the cost of reproduction, postage and handling.

§ 2.4 OWNER’S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 Delete the entire section and add the following:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) 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 may be issued by the Owner deducting from payments then or thereafter due the Contractor the reasonable cost of additional services made necessary by such default, neglect or failure. The Owner may also claim any such costs as an offset to payment alleged to be due to Contractor. 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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 In the last sentence. change the word “promptly” to the words “immediately”. Add the following after the last sentence “However, Contractor shall plan ahead in performing work on the Project, and any request for information submitted by the Contractor to the Architect or its engineers, consultants or agents, must be submitted at the monthly construction meeting. The Contractor will not be entitled to a response by the Architect or its engineers or agents to the request for information until the monthly meeting following the monthly meeting at which the request for information was submitted. Nothing shall preclude the Architect or its engineers, consultants or agents from responding in a more timely fashion.”

§ 3.2.3 Delete the last sentence of Subparagraph 3.2.3.

Add the following subparagraphs to Article 3.2:

§ 3.2.4 The exactness of grades, elevations, dimensions, or locations given on any drawings issued by the Architect, or the work installed by other contractors, is not warranted or guaranteed by the Architect or its consultants or engineers or the Owner or its consultants or engineers.

§ 3.2.5 The Contractor shall satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor’s failure to so verify all such grades, elevations, dimensions or locations shall be promptly corrected by the Contractor without any additional cost to the Owner.

§ 3.2.6 The mechanical and electrical drawings are diagrammatic only, and are not intended to show the exact physical locations or configurations of work. Such work shall be installed to clear all obstructions, permit proper clearances for the work of other trades, and present an orderly appearance where exposed. Exact locations of fixtures and outlets, and of all other devices visible in finished spaces, shall be obtained from the Architect before the work is roughed in; work installed without such information from the Architect shall be relocated at the Contractor’s expense.

SECTION IIIB - SUPPLEMENTARY CONDITIONS

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 After the second sentence, Delete all words to the end of subparagraph 3.3.1.

§ 3.3.2 Delete subparagraph 3.3.2 and the new subparagraph 3.3.2 shall read:

The Contractor and its surety shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and any entity or other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors. All contracts entered between Contractor and its Subcontractors shall provide that Owner is a third party beneficiary of any contract or agreement between Contractor and its Subcontractors.

Add the following Subparagraphs 3.3.4, 3.3.5, 3.3.6 and 3.3.7 to 3.3:

§ 3.3.4 The Contractor is the coordinator and expediter of the total construction process and all of its parts, in accordance with the Contract Documents. The Contractor shall provide sufficient supervisory staff in the field to enable efficient and expeditious handling of all matters. There shall be a Project Manager assigned by the Contractor in its home office, as well as in the field.

§ 3.3.5 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner, whether or not forming part of the Work, located within those areas of the Project to which the Contractor has access. The Contractor shall have full responsibility for the security of such property of the Owner for any such loss, damage, or injury, except such as may be directly caused by agents or employees of the Owner.

§ 3.3.6 The Contractor shall retain a competent registered professional engineer or registered land surveyor, acceptable to the Owner and Architect, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated work including, but not limited to, roads, utilities, and site grading. The engineer or land surveyor shall certify the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

§ 3.3.7 The Contractor shall establish the building grades, lines, levels, column, wall and partition lines required by the various Subcontractors in laying out their work.

§ 3.4 LABOR AND MATERIALS

Add the following sentence to the end of Subparagraph 3.4.1:

§ 3.4.1 The word "provide" including derivatives shall mean to properly fabricate, complete, transport, deliver, install, erect, construct, test and furnish all labor, materials, equipment, apparatus, appurtenance, and all items and expenses necessary to properly complete the work in accordance with the terms of the Contract Documents and specifications, and ready for operation or use under the terms of the Specifications.

§ 3.4.2 Delete the words "with a Change Order" and substitute "with the procedures outlined herein."

Add the following Subparagraphs 3.4.2.1 through 3.4.2.6 after Subparagraph 3.4.2:

§ 3.4.2.1 The Contractor may furnish equal brand products or equipment other than those specified in the Contract Documents, provided the Contractor submits for prior approval a particular product other than a product specified in the Contract Documents no later than ten (10) calendar days prior to the date for the opening of the bids and the Architect issues an addendum providing approval of the product or equipment submitted. The name of a certain brand, make, manufacturer or definite specification is to denote the quality standard of the article desired; sets forth the general style, type, character; and is regarded merely as a standard. However, a Contractor must furnish the certain brand or particular brand set forth in the Contract Documents or a product approved prior to the bid opening.

§ 3.4.2.2 The term "or approved equal" is not necessarily limited to the physical or technical properties of the product or material but encompasses the finish, color, texture and other pertinent qualities in like regard. Failure to satisfy in any one respect may result in rejection of substitute products.

§ 3.4.2.3 If, after execution of the Contract and prior to submittal of applicable shop drawings, the Contractor desires to submit an alternate product in lieu of what has been specified or shown in the Contract Documents, the Contractor may do so in writing and set forth the following:

§ 3.4.2.3.1 Reasons the substitution is necessary to include a full explanation of the proposed substitution and submittal of all supporting data including technical information, catalogue cuts, warranties, test results, installation, instructions, operating procedures, and other like information necessary for complete evaluation of the substitution.

§ 3.4.2.3.2 The adjustment, if any, in the time of completion of the Contract and the construction schedule in the event a

SECTION IIIB - SUPPLEMENTARY CONDITIONS

substitution is acceptable.

§ 3.4.2.3.3 An affidavit stating that the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

§ 3.4.2.4 Proposals for substitutions shall be submitted to the Architect with a copy to the Owner in sufficient time to allow the Architect no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein.

§ 3.4.2.5 Substitutions or alternates submitted in accordance with Subparagraph above may be rejected without explanation and will be considered only under one or more of the following conditions:

§ 3.4.2.5.1 Required for compliance with interpretation of code requirements or insurance regulations then existing;

§ 3.4.2.5.2 Unavailability of specified products, through no fault of the Contractor;

§ 3.4.2.5.3 Subsequent information discloses inability of specified products to perform properly or to fit in designated space; or

§ 3.4.2.5.4 Manufacturers/fabricator refuses to certify or guarantee performance of specified product as required.

§ 3.4.2.6 Any additional cost, or any loss or damage arising from the substitution of any product, material or equipment for those originally specified, including costs of changes of all other work affected by the substitution, shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

Add the following Subparagraph 3.4.4 after Subparagraph 3.4.3:

§ 3.4.4 The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts to minimize the likelihood of any strike, work stoppage or any other labor disturbance.

§ 3.5 WARRANTY

§ 3.5.1 After the word "quality", add "free of lead, asbestos, and other toxic material,"

Add the following Subparagraphs 3.5.2 through 3.5.3 to 3.5:

§ 3.5.2 Any warranty provided in paragraph 3.5.1 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 3.5.3 The Contractor shall secure any and all written warranties or guarantees referred to in respective Specifications Sections. As a condition precedent to its right of final payment, Contractor shall deliver to the Architect for review and transmittal to Owner two copies of all manufacturer's warranties or guarantees, operational manuals and instructions, service contracts and other warranties or guarantees as required. The Contractor shall require each Subcontractor to execute a satisfactory written warranty or guarantee in which the Contractor and the Owner are named as beneficiaries.

§ 3.7 PERMITS, FEES AND NOTICES

Delete Subparagraph 3.7.1 and add in its place the following:

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. In addition, the Contractor shall secure certificates of inspection, use, occupancy, permits and licenses with all such certifications to be delivered when the Contractor considers the Work substantially complete under paragraph 9.8 hereof in order to allow the Owner to accept the Project upon substantial completion as provided for in Louisiana Revised Statute 38:2241.1.

§ 3.7.3 Change the word "promptly" to read "immediately".

Add the following phrase to the end of the first sentence in Subparagraph 3.7.3:

"unless such laws, statutes, ordinances, building codes, rules and regulations bear upon the performance of the Work"

§ 3.7.4 Change the word "appropriate" to "full". Add the following phrase at the end of the last sentence in Subparagraph 3.7.4 after the word correction "and any damages sustained by the Owner".

SECTION IIIB - SUPPLEMENTARY CONDITIONS

§ 3.9 SUPERINTENDENT

Add the following sentence at the end of Paragraph 3.9.1.

“Any personnel change to the Superintendent or Project Manager must be reviewed and approved by the Owner. Resume’s and references of the proposed new Superintendent or Project Manager must be submitted to the Owner. If the Superintendent or Project Manager is not performing his or her responsibilities properly, then, at the request of the Owner, the Contractor shall replace the Superintendent or Project Manager.”

§ 3.10 CONTRACTOR’S CONSTRUCTION SCHEDULES

Delete Subparagraph 3.10.1 and in its place substitute the following:

§ 3.10.1 The Contractor shall prepare and submit within thirty (30) calendar days of the date of the Notice to Proceed, or such other time as requested by the Owner or Architect, for the Owner’s and Architect’s information, a Construction Schedule.

- (1) Unless otherwise specified, the Construction Schedule required shall be a detailed precedence-style critical path method (CPM) or other format satisfactory to the Owner and Architect which shall, at a minimum, provide a graphic representation of all activities and events that will occur during the performance of the Work; identify each phase of construction and occupancy, provide logic of the construction schedule, set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents, and identify tasks that are on the critical path of construction.
- (2) If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendation of the Owner or Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner and Architect of any delays or potential delays. In addition, the Contractor shall provide an updated Construction Schedule to reflect actual conditions with each Application for Payment or if requested by either the Owner or the Architect. In the event the progress report indicates any delays, the Contractor shall take corrective measures necessary to expedite the progress of the construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment and facilities, and (3) other similar measures. Any such measures are solely for the purpose of ensuring the Contractor’s compliance with the Contract Time allowed by the Contract Documents. The Contractor shall not be entitled to any adjustment in the Contract Sum in connection with such measures. In no event shall any progress report constitute an adjustment in the Contract Time or the Contract Sum unless such an adjustment is agreed to by the Owner and authorized pursuant to a written Change Order.
- (3) Contractor agrees that failure of the Contractor to provide a network analysis to identify any task on the critical path may be a basis for the refusal by the Owner to grant any additional time to complete the project, or may be a basis to reduce or deny any Claim by Contractor for additional cost. In the event that Contractor makes any Claim or demand for adjustment in the contract sum, additional cost or damages associated with any delay in completing the Project, regardless of the cause of any such delay or the type of delay claim, Contractor agrees to provide to the Owner complete and unredacted copies of any and all documents pertaining to Contractor’s original bid for the Project, including any and all notes in connection with preparation of the bid, all estimate worksheets or similar items, all quotations from Subcontractors and suppliers, all contracts with Subcontractors and any and all final estimate tally sheets. In the event of any claim for equitable adjustment delay or damages for delay by Contractor, whether made directly by Contractor or an attempt as a pass-through claim by a Subcontractor, Contractor waives, without any reservation, any and all claims of privilege pertaining to any bid documents or contract documents, or other similar documents in its Project file. and hereby acknowledges and agrees with Owner that there shall be no claim or defense to production of these documents that any of these documents are proprietary in nature, in defense of releasing said information to the Owner or to any other interested party. Whether as a result of any claim or otherwise as requested by Owner or Architect, Contractor shall provide to Owner and Architect, on written request by either Owner or Architect, the identity of the computer software utilized for preparation and production of any CPM Schedule. Further, on written request by either the Owner or Architect, the Contractor shall provide to the Owner and Architect, monthly computer processing of all computer-produced CPM Schedules and time/cost schedules and reports generated from monthly Project updates, a hard copy listing of all Project schedule changes, and associated data, made at the update and an electronic file of this data, including an electronic file of any and all data associated with the project and CPM schedule pertaining to the project. Upon request by the Owner or Architect, Contractor shall export all underlying data pertaining to an CPM Schedule, any schedule update or any other information pertaining to the CPM Schedule. These reports and this information shall be submitted with and substantively support the Contractor’s monthly payment request. The Architect, through or in coordination with the Owner, shall identify the different report formats that the Contractor shall provide based upon the monthly schedule updates. This provision applies to claims of Subcontractors being made to or against the Contractor, and Contractor is required to and shall ensure that this contractual provision is incorporated in any and all subcontracts entered with Subcontractors, whether by reference to this agreement or otherwise.
- (4) Any revision or update to the schedule will be subject to the written approval of the Owner.

SECTION IIIB - SUPPLEMENTARY CONDITIONS

§ 3.10.3 Change the words, “perform the Work in general accordance with” to read “conform to”.

Add Subparagraph 3.10.4:

§ 3.10.4 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner’s premises. The Contractor shall, upon the Owner’s request, reschedule any portion of the Work affecting the Owner’s operation of the premises during the hours when the premises are not in operation. Any postponement, rescheduling or performance of the Work under this Paragraph may be grounds for an extension of the Contract Time, if allowed under Subparagraph 8.3.1, and an adjustment in the Contract Sum if:

- (1) The performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents; and
- (2) Such rescheduling or postponement is required for the convenience of the Owner and such rescheduling or postponement is shown by Contractor at the time of the postponement or rescheduling to be a matter that affects the critical path of construction.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 In the last sentence, after the word “Work”, add the words “and prior to final payment. These as-built documents shall also be provided to the Owner in AutoCAD, Revit, PDF or other readable format as applicable and as requested by the Owner”

§ 3.12 SHOP DRAWINGS PRODUCT DATA AND SAMPLES

§ 3.12.7 Delete Subparagraph 3.12.7.

§ 3.12.9 Delete the last sentence.

§ 3.12.10 Delete Subparagraph 3.12.10 and in its place substitute the following:

§ 3.12.10 When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Contractor shall provide the person or party providing the certification with full information on the relevant performance requirements and on the materials, systems, or equipment that are expected to operate or be utilized at the Project site. The certification shall be based upon performance under the operating conditions generally prevailing or expected at the Project site. The Architect shall be entitled to rely upon the accuracy and completeness of such certificates.

Add the following Subparagraphs to 3.12:

§ 3.12.11 All shop drawings for any architectural, structural, mechanical or electrical work must be submitted to and approved by the Architect. The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing the expertise and experience in the trade for which the shop drawing is prepared and, if required by the Architect or applicable law, by a licensed engineer. Any shop drawing that indicates insufficient study of drawings and specifications, illegible portions, or gross errors, will be rejected outright and Owner will require that the Contractor resubmit such drawing in a manner consistent with the information contained in the Contract Documents. Such rejections, if any, shall not constitute a reason for granting Contractor additional time to perform the work involved and shall not be a basis for any additional payment to Contractor.

§ 3.12.12 Faxed copies of shop drawings will not be accepted.

§ 3.13 USE OF SITE

Delete Subparagraph 3.13.1 and substitute the following:

§ 3.13.1 The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times the property of the Owner. The Contractor’s right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, ordinances, the work limit line and staging area as shown on Site Plan, and areas made available by the Owner, and shall not unreasonably encumber the premises with its materials or equipment. Only materials and equipment which are to be used directly in the Work shall be brought and stored on the Project site by the Contractor. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other causes is solely the responsibility of the Contractor.

Add the following Subparagraphs 3.13.2 through 3.13.5 to 3.13:

§ 3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which consent may be withheld in the sole discretion of the Owner.

SECTION IIIB - SUPPLEMENTARY CONDITIONS

§ 3.13.3 Contractor shall ensure that the Work, at all times, is performed in the manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. All public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions. Contractor shall use its best efforts to not interfere with the occupancy of (1) any area and buildings adjacent to the site of the Work or (2) the building in the event of partial occupancy.

§ 3.13.4 Without the prior written approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances and parking areas other than those designated by the Owner.

§ 3.13.5 The Contractor shall repair at its own expense any damage from operations under its supervision or direction caused to Owner's property and facilities on the site and access routes thereto.

§ 3.15 CLEANING UP

§ 3.15.2 Delete Subparagraph 3.15.2 and substitute the following:

The Contractor shall clean up the project site and work performed as provided in the Contract Documents.

§ 3.17 ROYALTIES AND PATENTS

Delete Subparagraph 3.17.1 and in its place add the following:

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation of the Work of any invention, design, process, product or device which is the subject of patent rights, trademarks, copy rights, trade secrets or proprietary information held by others. Contractor shall indemnify and hold harmless Owner and Architect and anyone directly or indirectly employed or contracted by either of them from and against all claims, damages, losses and expenses, including attorneys' fees and court and arbitration costs, arising out of any infringement of patent rights, trademarks, copy rights, trade secrets or proprietary information incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device and shall defend all such claims in connection with any alleged infringement of such rights. This indemnification obligation is not limited to but in addition to the insurance obligations of the performance bond required in connection with this Agreement. For an asbestos or lead abatement project, the provisions of this Subparagraph will apply concerning any process for the removal of asbestos or lead containing materials.

§ 3.18 INDEMNIFICATION

Add Subparagraph 3.18.3 to 3.18.

§ 3.18.3 The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT

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."

Delete Subparagraphs 4.1.2 and 4.1.3.

§ 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 4.2.2 In the last sentence, delete the words " , except as provided in Section 3.3.1".

§ 4.2.5 Between the words "Architect's" and "evaluations", add the words "observations of the progress of the work and".

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§ 4.2.10 Add the following sentence to the end of Subsection 4.2.10:
“There will be no restriction of the Owner having a Representative.”

§ 4.2.11 In the last sentence, after the number “15”, add the word “calendar”.

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.2 Delete Subparagraph 4.3.2 and substitute the following:

Time Limits on Claims. Claims by any Claimant, the Contractor or any Subcontractor or sub-subcontractor must be made within twenty-one (21) calendar days after occurrence of the event giving rise to such Claim; provided, however, that Contractor shall use its best efforts to furnish the Architect and the other party or Owner, as expeditiously as possible, with notice of any Claim including, and without limitation, those in connection with concealed or unknown conditions, once such Claim is recognized and shall cooperate with the Architect and the Owner and shall make every effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such Claim. Claims must be made by written notice and in no event will any claim be accepted or considered if not made within this twenty-one (21) calendar day time limit. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner as set out in this sub-paragraph. Any notice of claim must clearly identify the alleged cause and the nature of the claim to include data and information then available to the claimant which will facilitate proper verification and evaluation of the claim. This provision on claims applies to claims of Subcontractors being made to or against the Contractor, and Contractor is required to and shall ensure that this contractual provision is incorporated in any and all subcontracts entered with Subcontractors, whether by reference to this agreement or otherwise. Neither Contractor nor any Subcontractor shall have any claim or right of action to bring a claim against Owner to recover costs of damages, or obtain equitable adjustment of the Contract for delays in performing the Contract unless any such Claim is submitted to the Architect and the Owner within the time limits of Subparagraph 4.3.2.

§ 4.3.3 In Subparagraph 4.3.3, delete the words Aor as provided in Section 9.7.1 and Article 14”.

§ 4.3.4 In the first sentence, change the word “promptly” to “immediately”. And add the word “calendar” between the number “21” and the word “days”.

In the fourth sentence, change the number “21” to “10 calendar”.

In the last sentence, delete the words “the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if”.

Add the following language to Subparagraph 4.3.4:

No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which is not submitted by the Contractor or Subcontractor, in writing to the Architect and Owner, within the time period set out in this Subparagraph 4.3.4, and which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor’s (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

Add the following language to Subparagraph 4.3.6:

No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents.

Any claim by the Contractor for increased cost for delay shall be asserted in accordance with the delays provided in Subparagraph 4.3.2 unless the time is extended in writing by the Owner. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, shall be the basis for any claim to an increase in the Contract Sum or change in the Contract Time. No claim for additional cost shall be allowed due to a problem with the performance or non-performance of a subcontractor.

No claim shall be valid unless so made. In the event that Contractor makes any claim or demand for adjustment in the contract sum, additional cost or damages associated with any delay in completing the Project, regardless of the cause of any such delay or the type of delay claim, Contractor agrees to provide to the Owner complete and unredacted copies of any and all documents pertaining to Contractor’s original bid for the Project, including any and all notes in connection with preparation of the bid, all estimate worksheets or similar items, all quotations from subcontractors and suppliers, all contracts with Subcontractors and any and all final estimate tally sheets. Whether as a result of any claim or otherwise as requested by Owner or Architect, Contractor

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shall provide to Owner and Architect, on written request by either Owner or Architect, the identity of the computer software utilized for preparation and production of any CPM Schedule. Further, on written request by either the Owner or Architect, the Contractor shall provide to the Owner and Architect, monthly computer processing of all computer-produced CPM Schedules and time/cost schedules and reports generated from monthly Project updates, a hard copy listing of all Project schedule changes, and associated data, made at the update and an electronic file of this data, including an electronic file of any and all data associated with the project and CPM schedule pertaining to the project. Upon request by the Owner or Architect, Contractor shall export all underlying data pertaining to an CPM Schedule, any schedule update or any other information pertaining to the CPM Schedule. These reports and this information shall be submitted with and substantively support the Contractor’s monthly payment request. The Architect, through or in coordination with the Owner, shall identify the different report formats that the Contractor shall provide based upon the monthly schedule updates, In the event of any claim for adjustment or damages for delay by Contractor, whether made directly by Contractor or as a pass through claim by a Subcontractor, Contractor waives, without any reservation, any and all claims of privilege pertaining to any bid documents or contract documents, or other similar documents in its Project file and hereby acknowledges and agrees with Owner that there shall be no claim or defense to production of these documents that any of these documents are proprietary in nature, in defense of releasing said information to the Owner or to any other interested party. This provision applies to claims of Subcontractors being made to or against the Contractor, and Contractor is required to and shall ensure that this contractual provision is incorporated in any and all subcontracts entered with Subcontractors, whether by reference to this agreement or otherwise.

Delete Subparagraph 4.3.7.2 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.

Add the following Subparagraphs 4.3.7.3 through 4.3.7.5:

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

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

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.

§ 4.3.7.4 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given to the Architect and Owner. No claim for additional time shall be allowed due to a problem with the performance or non-performance of a subcontractor.

§ 4.3.7.5 No Claim for additional time made for whatever cause will be approved unless and until the Contractor demonstrates to the satisfaction of the Owner that the Completion Time for the Work has itself been adversely affected by the actions, events, or circumstances cited in the claim. The mere fact that some portion of the Work may be affected is not sufficient to establish an entitlement to an extension to the Contract Time. The baseline against which any such Claim for additional time will be judged will be the Approved Project Schedule, updated and revised as required by the Contract Documents. The granting by the Owner of additional time for completion of the Work on the Project shall not be a basis for an increase in the Contract Sum and shall not be a basis for Contractor to make a Claim for adjustment in the Contract Sum or to seek damages for delay in completion of the Project. This provision also applies to claims of Subcontractors being made to or against the Contractor, and Contractor is required to and shall ensure that this contractual provision is incorporated in any and all subcontracts entered with Subcontractors, whether by reference to this agreement or otherwise.

§ 4.3.8 Change the words “within a reasonable time not exceeding 21 days” to “at once, but not more than 3 working days”.

§ 4.3.10 Add the following at the end of Paragraph 4.3.10: “This waiver of Claims for Consequential Damages by the Contractor includes any and all damages that are sought by Contractor against Owner. The only Claims that are not waived by the Contractor are those for damages for delay or for equitable adjustment to the Contract Sum that the law may provide cannot be waived.”

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES

Delete Subparagraph 4.4.1 and substitute the following:

§ 4.4.1 **Decision of Architect.** Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.4 if the Claimant recognizes the Claim prior to the date of final payment. A decision by the Architect, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether

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such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent litigation in the event (1) the position of Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 4.4.4 within 30 days after the Claim is made, (4) 45 days have passed after the Claim has been referred to the Architect or (5) the Claim relates to a mechanic's lien.

Delete Subparagraph 4.4.2 and substitute the following:

§ 4.4.2 The Architect will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the Claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, or (5) suggest a compromise. An Architect's failure to take any such action shall not be used as a basis for liability on the part of the Owner, and shall not be considered as a basis for approval of any such Claim.

Delete Subparagraph 4.4.3 and substitute the following:

§ 4.4.3 If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

Delete Subparagraph 4.4.4 and substitute the following:

§ 4.4.4 If a Claim has not been resolved, the party making the Claim shall, within ten calendar days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the architect, (2) modify the initial Claim or (3) notify the Architect that the initial Claim stands.

Delete Subparagraph 4.4.5 and substitute the following:

§ 4.4.5 If a Claim has not been resolved after consideration of the foregoing and if further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be final and binding on the parties, but subject to litigation. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any recommended change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

Delete Subparagraphs 4.4.6 through 4.4.8.

§ 4.5 MEDIATION - Delete Article 4.5

§ 4.6 ARBITRATION - Delete Article 4.6

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 Architect, in writing, the names of the persons or entities, including those who furnish materials or equipment, proposed for each of the portions of the Work. No Contractor payments shall be made until the 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 increase in the Contract Sum due to a problem with performance or non-performance of a Subcontractor.

Delete Subparagraph 5.2.3 and substitute the following:

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

Delete Subparagraph 5.2.4.

§ 5.3 SUB CONTRACTUAL RELATIONS

Delete Subparagraph 5.3.1 and in its place substitute the following:

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§ 5.3.1 All Work performed for Contractor by a Subcontractor or a sub-subcontractor will be pursuant to an appropriate agreement between Contractor and Subcontractor or Subcontractor and sub-subcontractor which specifically binds the Subcontractor or sub-subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner and Architect and contains applicable waiver of subrogation provisions, and which makes the Owner a third party beneficiary of any such agreement. Nothing in these Contract Documents shall provide, in favor of any person or organization other than the Contractor, a right of action against the Owner. No provision in law that requires a portion of this Contract to be severed as between Owner and Contractor shall require that any such provision be severed from the contract or agreement between Contractor and Subcontractor, and any such provision shall remain in force and effect as between Contractor and Subcontractor.

§ 5.4 **CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

Delete Subparagraph 5.4.1 and substitute in its place the following:

- § 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 Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
 - 2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

Delete Subparagraph 5.4.2 and substitute in its place the following:

§ 5.4.2 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor in the event of the exercise of an assignment for those obligations of the Contractor that accrue subsequent to the Owner’s exercise of any rights under this conditional assignment.

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 In the last line, change the words “in Section 4.3” to read “elsewhere in the Contract Documents.”

§ 6.1.3 In the last line, change the word “Other” to read “Owner”.

Delete Subparagraph 6.1.4.

§ 6.2 **MUTUAL RESPONSIBILITY**

§ 6.2.3 Delete the second sentence.

§ 6.2.4 In the last line, change the words “in Section 10.2.5” to read “elsewhere in the Contract Documents.”

Delete Subparagraph 6.2.5.

ARTICLE 7 - CHANGES IN THE WORK

§ 7.1 **GENERAL**

Delete Subparagraph 7.1.1 and substitute the following:

§ 7.1.1 Changes in the Work may be accomplished after execution of the Agreement and Bonds and without invalidating the Contract and Bonds, by Change Order, Constructive Change Directive or order for a minor change in the Work provided such changes are within the scope of the Contract Documents and subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Any change outside the scope of the Contract Documents in excess of \$150,000.00 shall be let out for public bid as provided by Louisiana Revised Statute 38:2212. Approval of any Change Order is subject to compliance with law and Owner policies on Change Orders.

Add the following Subparagraph 7.1.4:

§ 7.1.4 Any change pertaining to the Work which is not required to be put out for public bid, shall be negotiated in the best interest of the Owner or let out for public bid. When the change is negotiated, the change order in accordance with law, shall be fully documented and itemized as to the Contractor’s cost, including material quantities, material costs, taxes, insurance, wages, employee benefits, other related costs, profit and overhead. When unit prices are contained in the initial Contract, no deviations shall be allowed in computing negotiated changes. The Contractor shall provide and deliver to the Architect the above

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information including any application for extension in the Contract Time, within ten (10) days after being notified to prepare a Change Order.

§ 7.2 CHANGE ORDERS

Add the following Subparagraph 7.2.3:

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

Change Subparagraph 7.3.6 as follows:

In the first sentence, delete the words, “a reasonable allowance for overhead and profit...” and substitute “an allowance for overhead and profit in accordance with clauses 7.3.10.1 through 7.3.10.6 below.”

Add the following to the end of Subparagraph 7.3.7:

Any credit to the Owner shall be the sum of the materials and labor costs and sub-contract costs.

Delete Subparagraph 7.3.8.

Add the following Subparagraphs 7.3.10, 7.3.11 and 7.3.12 to 7.3.

§ 7.3.10 In Subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- 1 For the Contractor, for Work performed by the Contractor’s own forces, up to fifteen (15%) percent of the cost.
- 2 For the Contractor, for Work performed by the Contractor’s Subcontractor, up to ten (10%) percent of the amount due the Subcontractor.
- 3 For each Subcontractor or Sub-subcontractor involved, for Work performed by the Subcontractor’s or Sub-subcontractor’s own forces, up to fifteen (15%) percent of the cost.
- 4 For each Subcontractor, for Work performed by the Subcontractor’s Sub-subcontractor’s, up to ten (10%) percent of the amount due the Sub-subcontractor.
- 5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- 6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accomplished by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization if itemization is required by law.

§ 7.3.11 Any credit to the Owner resulting from a change in the Work shall be the sum of:

- 1 Contractor’s material, equipment costs not incurred, labor cost and other sums not actually expended.
- 2 Subcontractor’s and/or Sub-subcontractor’s material, equipment costs not incurred, labor cost and other sums not actually expended.

§ 7.3.12 In any Change Order, no allowance or itemization of costs shall be allowed for 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; overhead and general expenses of any kind not included above in cost of the work; cost of supervision not specifically required by the Change Order; and costs due to negligence, including but not limited to correction of defective or nonconforming work.

ARTICLE 8 - TIME

§ 8.1 DEFINITIONS

Delete Subparagraph 8.1.2 and substitute the following:

§ 8.1.2 A Notice to Proceed shall designate a date for commencement of the Contract Time established in the Contract Documents. The

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date shall not be postponed by the failure of the Contractor or of persons or entities for whom the Contractor is responsible to act. A written Notice to Proceed shall be issued by the Architect when directed by the Owner.

Add the following Subparagraph 8.1.5:

§ 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

Delete the last sentence of Subparagraph 8.2.2.

§ 8.3 DELAYS AND EXTENSION OF TIME

§ 8.3.1 In Subparagraph 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 remainder of the last sentence after “extended by Change Order” and add the following:

“to the extent such delay prevents the Contractor from achieving substantial completion within the Contract Time as evidenced by the critical path of the schedule and if performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused or could not have been anticipated by the Contractor, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, (3) is of a duration not less than one (1) day, and (4) affects the critical path of the progress of the Work.”

Add the following Subparagraph 8.3.1.1:

§ 8.3.1.1 An extension of Contract Time, to the extent allowed under Paragraph 8.3, shall be the sole remedy of the Contractor for any (1) delay in the commencement of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, unless a delay is caused by acts of the Owner which interfere with the Contractor's performance of the Work and only to the extent that such acts continue after the Contractor furnishes the Owner and Architect with written notice of such interference. In no event shall the Contractor be entitled any indirect cost, consequential damages, lost opportunity cost, impact damages or other similar claims. The Owner's exercise of any of its rights or remedies under the Contract Documents such as ordering changes in the Work, suspension, or correction of the Work, shall not be construed as an act of interference with the Contractor's performance of the Work.

Add the following Subparagraph 8.3.4 to 8.3:

§ 8.3.4 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

Add the following paragraph 8.4 to Article 8:

§ 8.4 LIQUIDATED DAMAGES

§ 8.4.1 Time is of the essence in completing the Work, and, in the event of delay on the part of the Contractor in completing the Work as specified beyond the date set forth in the Contract Documents as adjusted by Change Orders, it is distinctly understood and agreed that a deduction shall be made from the Contract Sum at a rate as stated in the Instructions to Bidders plus any compensation for the Architect's services and expenses made necessary for each and every day of delay until the Work is complete. This is not a penalty but agreed upon liquidated damages for delay. The calculations shall be for each and every calendar day exclusive of the day within which completion was required and up to and including the date of completion of the Work as determined by the Architect and Owner. The expiration of the time stipulated without the work having been completed shall in itself constitute a default without the necessity of any notice being given to the Contractor or its Surety. The Contractor and its Surety agree that the above mentioned sums shall be deducted at any time in the sole discretion of the Owner from the Contract Sum by means of a written adjustment executed by the Owner without the Contractor's signature, it specifically having been agreed upon in advance as a measure of damage to the Owner on account of the Contractor's delay. Nothing herein shall preclude Owner from claiming any other damages for loss sustained as a result of Contractor's delay in completing the Project.

ARTICLE 9 - PAYMENTS AND COMPLETION

§ 9.2 SCHEDULE OF VALUES

Add the following Subparagraph 9.2.2 to Paragraph 9.2:

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§ 9.2.2 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on the AIA Application for Payment Form or other form approved by the Architect and Owner. The form shall be divided in detail sufficient to exhibit all areas of the Work and phases of the Work if applicable, by convenient units, by amounts identified for warranties and close out documentation, and shall be updated as required by either the Owner or Architect as necessary to reflect (1) description of the Work listing labor and materials separately, (2) total value, (3) percent of the Work completed to date, (4) value of Work completed to date, (5) percent of the previous amount billed, (6) previous amount billed, (7) current percent completed, and (8) value of Work completed to date. Any breakdown which fails to provide sufficient detail may be rejected. If a trade breakdown is initially approved and subsequently used but is found later to be improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve, exclusive of the normal retainage, to complete the Work. The schedule shall be coordinated with Subparagraph 3.10 if requested by the Owner.

§ 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 On or about the 1st day of each month, the Contractor shall, unless otherwise agreed to in writing by the Owner, submit to the Architect an Application for Payment Form, through the last day of each month, 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 which application shall represent a consistent billing cycle of not less than 30 days for the value of labor and materials incorporated into the work and of materials, suitably stored, at the site, less normal retainage allowed in accordance with Louisiana Revised Statute 38:2248. 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 and invoice for retainage. Contractor waives and relinquishes any claim for payment, whether to the Owner or otherwise, not submitted within the twenty-one (21) day time period set out in paragraph 4.3.2. In no event shall Contractor be allowed to bring a claim or lawsuit against the Owner for any payment if a Sworn Statement of Claim has not been filed with the Clerk of Court for St. Tammany Parish within forty-five (45) days of substantial completion of the project. Nothing herein shall preclude payment to Contractor for work performed on punch list items after substantial completion or for sums due 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. 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 applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site.

At the end of paragraph 9.3.3 add the following sentence:

The Contractor further warrants that upon submittal of an application for payment, all work that entitles the Contractor to payment has been completed in accordance with the Contract Documents and specifications, and Contractor acknowledges that, in no event, shall payment be due for work that has not been performed.

Add new Subparagraph 9.3.4 as follows:

§ 9.3.4 Contractor expressly undertakes to defend the Owner and indemnify and hold it harmless, at the Contractor's sole expense including payment of all attorney's fees incurred by the Owner, against any actions, lawsuits, or proceedings brought against the Owner as a result of any claim or lien filed against the Contract funds, the Work, the site of any of the Work, the Project site and any improvements thereon, or for payments due them from the Contractor. The Contractor hereby agrees to indemnify and hold Owner harmless against any lawsuit, claim or lien and agrees to pay any judgment or claim or lien resulting from any such actions, lawsuits or proceedings, including attorney's fees, costs and interest. Contractor further agrees to pay to the Owner all costs, including attorney fees, incurred by Owner as a result of Contractor's failure or refusal to make payment to any Subcontractor, lienholder or claimant. This includes payment to the Owner for all costs, including attorney fees, incurred in the event that Owner is required to institute any concursus proceeding in connection with payment of any of the Contract Sum due or allegedly due.

Add the following Subparagraph 9.3.5 as follows:

§ 9.3.5 The Owner may release any funds withheld due to a lien or affidavit of a claim if the Contractor obtains security acceptable to the Owner or a lien bond which is (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner and the Clerk of Court and (3) an amount of not less than 125% of such lien claim or affidavit of claim or as provided by law. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or other obligations under Paragraph 9.3, including, without limitation, the duty to defend and indemnify the Owner. The cost of any

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premiums incurred in connection with any such bonds and securities shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Delete “or” at the end of Subparagraph 9.5.1.6 and add the following Supplementary Subparagraphs 9.5.1.8, .9, and .10 to 9.5.1 after the words “Contract Documents” at the end of Subparagraph 9.5.1.7:

§ 9.5.1.8 Completed Work has been damaged which requires correction or replacement;

§ 9.5.1.9 Correction of defective Work by Owner or completion of the Work by the Owner;

§ 9.5.1.10 Belief or knowledge by the Architect of an occurrence of an event justifying termination for cause; or

§ 9.5.1.11 Failure to complete the punch list within the 45 day lien period.

§ 9.6 PROGRESS PAYMENTS

In Subparagraph 9.6.1, after the word “Documents” delete the words “and shall so notify the Architect” and add the following:

provided, however, Owner may refuse to make payment of the amount recommended by the Architect and the Owner may withhold from any payment an amount based on:

- 1 The Owner’s estimate of the value of any claims made against the Owner on account of the Contractor’s Work;
- 2 The Owner’s estimate of the value of any claim it has asserted against the Contractor;
- 3 125% of the amount of any lien or affidavit of claim that has been filed in the Mortgage Records for the Parish in which the Project is located in connection with the Work; or
- 4 Other items such as liquidated damages, additional architect fees or attorney fees or costs which allow the Owner to withhold or set-off against any amount recommended by the Architect.

Delete Subparagraphs 9.6.3, 9.6.4, 9.6.5 and 9.6.7 from Article 9.6.

§ 9.7 FAILURE OF PAYMENT

Delete Subparagraph 9.7.1 from Article 9.7.

§ 9.8 SUBSTANTIAL COMPLETION

Delete Subparagraph 9.8.1 and substitute the following:

§ 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. Upon the recommendation of the Architect to the Owner that the Project is complete or substantially complete, the Owner at a public meeting may approve the Certificate of Substantial Completion and direct its recordation in the mortgage records of the Clerk of Court of St. Tammany Parish. The Contractor shall at his expense record the certificate of Substantial Completion and provide the recordation information to the Architect and Owner. The time for the Correction Period shall begin on the date the acceptance is filed and recorded in the Mortgage Records.

Delete Subparagraph 9.8.3 and substitute the following:

§ 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. A prerequisite to the Work being accepted as substantially complete, is the Owner’s receipt of the executed Roofing Contractor’s and Roofing Manufacturer’s guarantees or other documentation acceptable by the Owner, where roofing work is part of the Contract. 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 acceptance of the Work 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. In no event shall acceptance of the work, or a part thereof, as substantially complete, constitute a right of Contractor to payment under the Contract for work not yet performed by the Contractor and Contractor agrees that no such sum shall be due until completion of that work.

Delete Subparagraph 9.8.4 and substitute the following:

SECTION IIIB - SUPPLEMENTARY CONDITIONS

§ 9.8.4 The Certificate of Substantial Completion from the Architect shall include as an attachment the list of minor corrective items (punch list) to be completed by the Contractor, together with the estimated cost of completing such minor corrective items. In addition, the Certificate of Substantial Completion shall designate that the Contractor shall complete the list of minor corrective items within forty-five (45) days of the date of the Owner's acceptance of the Certificate. At the end of the forty-five (45) day period, without further notice to Contractor, the Owner shall have the option of either completing the items identified on the list of minor corrective items (punch list) and retaining the cost of the work done, including any additional architect fees from the Contract Sum, or calling on the Surety to complete the minor corrective items under the performance bond and/or labor and material payment bond.

Delete Subparagraph 9.8.5 and substitute the following:

§ 9.8.5 Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work unless otherwise agreed to in writing by the Owner and Contractor. 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.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

Add to Subparagraph 9.10.1, after the first sentence, the following:

If the Architect does not find the Work acceptable under the Contract Documents after the first review of punch list items subsequent to substantial completion, 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 \$125.00/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.

Add to Subparagraph 9.10.2 the following at the end of the first sentence:

, (6)A Certificate from the Clerk of Court for the Parish of St. Tammany which shall be dated at least forty-six (46) days subsequent to the date of recordation in the same office of the acceptance of substantial completion for the Owner and to the effect that no liens or claims for labor or materials have been recorded against the Project, (7) all warranties and guarantees required under or pursuant to the Contract Documents, which shall be submitted by the Architect to the Owner for acceptance as part of the final Application for Payment, (8) all operation manuals and training of Owner's staff in the operation of mechanical, electrical, heating and air conditioning systems, and (9) reproducible drawings (as-builts) accepted by the Architect.

Delete Subparagraph 9.10.4.

Add the following Paragraph 9.11 to Article 9:

§ 9.11 LIQUIDATED DAMAGES

§ 9.11.1 The Contractor and the Contractor's Surety, if any, shall be liable for and shall pay the Owner the sums stipulated in Subparagraph 8.4.1 and as set forth in the Instructions to Bidders as liquidated damages and sums stipulated or agreed in Subparagraph 8.4.1 for additional Architect fees incurred by the Owner or charged to the Owner for each calendar day of delay until the Work is determined to be complete by the Architect and Owner.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

§ 10.2 SAFETY OF PERSONS AND PROPERTY

Add to Subparagraph 10.2.2, in the first sentence, between the words "bearing on" and "safety", add the words, "the health and".

Delete, in Subparagraph 10.2.5, the words, "directly or indirectly"

Add Subparagraph 10.2.8:

§ 10.2.8 Any fines levied against the Owner due to the Contractor's (or its subcontractor's) failure to comply with OSHA standards or other Federal, State, and local regulations shall be paid by the Contractor. If any such fines are not promptly paid, then the amount of the fine may be withheld by the Owner from payment to the Contractor.

§ 10.3 HAZARDOUS MATERIALS

Add to Subparagraph 10.3.1, in the first sentence, after "(PCB)" add "or lead".

SECTION IIIB - SUPPLEMENTARY CONDITIONS

Delete Subparagraph 10.3.2 and substitute the following:

§ 10.3.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos, lead, or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed immediately following the occurrence of any one of the following events (1) the Owner causes remedial Work to be performed which results in the absence of asbestos, lead or polychlorinated biphenyl (PCB), or (2) the Owner and the Contractor by written agreement, decide to resume performance of the Work, or (3) the Work may safely and lawfully proceed as determined by an appropriate governmental authority or as evidenced by a written report to both the Owner and Contractor which is prepared by an environmental engineer. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the project site by the Contractor or any Subcontractor, any materialmen, or supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic.

Delete Subparagraph 10.3.3.

Delete from Subparagraph 10.4 all words following the word "Contractor".

Delete Subparagraph 10.5.

§ 10.6 EMERGENCIES

Delete Subparagraph 10.6.1 and substitute the following:

§ 10.6.1 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.

ARTICLE 11 – INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

Delete from Subparagraph 11.1.2 “, whether written on an occurrence or claims-made basis;” from the second sentence

Add the following subparagraph 11.1.4:

The following general requirements to apply to all insurance required under ARTICLE 11:

§ 11.1.4.1 General Conditions

- a. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the Contractor's bid.
- b. Insurance provided by the Contractor shall be with a reliable company with an A.M. Best's rating of no less than A-, acceptable to and approved by the Owner, and authorized to do business in Louisiana. This requirement will be waived for workers' compensation coverage only for those companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool.
- c. The Owner and Architect must be included as additional insured on the general liability policy.
- d. All Workers Compensation policies must be endorsed with a waiver of subrogation.
- e. Each policy shall contain a provision signed by the agent of the company stipulating that the policy will not be canceled without thirty (30) days prior written notice to the Owner.
- f. Any and all policy deductibles shall be paid by the Contractor.
- g. All certificates of insurance shall be delivered to the Owner within ten days of the award of the Contract by the Owner. Bidders in submitting a proposal agree to submit certified copies of their insurance policies to the Owner for review.

SECTION IIIB - SUPPLEMENTARY CONDITIONS

h. Claims made policies are not acceptable to the Owner and cannot be used to comply with insurance requirements of this Contract.

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

11.1.4.2.1 The Contractor/Subcontractor's insurers will have no right of recovery or subrogation against the Owner, it being the intention of the parties that the insurance policies shall protect both parties, and Owner's insurance, if any, will not be utilized to cover any loss.

11.1.4.2.2 The Owner shall be named as an additional insured by the Contractor (ISO Forms CG 20 10, Current form approved for use in Louisiana).

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

11.1.4.2.4 Any and all deductibles in the insurance policies shall be assumed by and be at the sole risk of the Contractor whether a claim is made against the Owner or its agents or employees.

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

11.1.4.2.6 This provision applies to Contractor and Subcontractors, and Contractor is required to and shall ensure that contractual provisions providing waiver of subrogation and any other provision relating to insurance is incorporated in any and all subcontracts entered with Subcontractors, whether by reference to this agreement or otherwise.

§ 11.1.5 INSURANCE

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverages required by the contract to the Owner by insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-. This rating requirement will be waived for the workers' compensation coverage and policies written through Lloyds of London or Institute of London Underwriter (ILU) companies.

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

Insurance coverage specified in the GENERAL CONDITIONS (AIA Document A 201, 1997 Edition) to be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

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

§ 11.1.5.2 Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. Insurance Services Office Commercial General Liability coverage ("occurrence") form CG 0001. (Current form approved for use in Louisiana.) "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause". This insurance shall include coverage for bodily injury and property damage, and indicate on the Certificate of Insurance which of the seven (7) coverages required below are not included in the policy, if any:

1. Premises B Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage
7. Explosion, Collapse and underground (XCU) Coverage

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

COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED

SECTION IIIB - SUPPLEMENTARY CONDITIONS

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

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

§ 11.1.5.3 Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. Insurance Services Office form number CA 0001 covering Automobile Liability (Current form approved for use in Louisiana.) The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this Contract and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.
4. Medical Payments: \$5,000.00 minimum

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

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

§ 11.1.7 All policies of insurance or declarations of coverage amounts and types shall be approved by the Owner prior to the inception of any work.

§ 11.1.8 Other insurance required is as follows:

§ 11.1.8.1 Owner’s Protective Liability Insurance shall be furnished by the Contractor and naming the St. Tammany Parish School Board as the Insured.

	<u>Projects Under \$100,000</u>	<u>Projects \$100,001 - \$1,000,000</u>	<u>Projects Over \$1,000,000</u>
CSL - Each Occurrence	\$500,000	\$1,000,000	\$3,000,000

§ 11.1.8.2 Asbestos Abatement Liability - (*required when asbestos abatement is included in the work*)

The contractor or subcontractor who will be doing the asbestos abatement as outlined in this contract shall obtain and maintain such liability coverage for the asbestos abatement hazard and exposure with minimum limits of \$1,000,000 per occurrence for the duration of the project. The policy shall name the St. Tammany Parish School Board as an additional insured for the project. The policy shall be written on an “occurrence” form without a sunset clause. Claims-made coverage is unacceptable. The insurance company shall have an A.M. Best rating of at least A:-VI or better or written through Lloyds of London or Institute of London Underwriter (ILU) companies.

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

Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this

SECTION IIIB - SUPPLEMENTARY CONDITIONS

contract, at the election of the Owner, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor/Subcontractor concerning indemnification. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time. Should Contractor fail to obtain any insurance required under this Contract then the Owner is entitled to a reduction in the Contract sum for what insurance would reasonably have cost the Contractor.

§ 11.1.10 **RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR.** Neither the acceptance of the Completed Work nor payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

§ 11.1.10.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

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

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

§ 11.1.10.4 All policies and certificates of insurance shall be approved by the Owner prior to the inception of any work.

§ 11.1.10.5 If at any time any of the foregoing policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Owner, the Contractor/Subcontractor shall, upon notice to that effect from the Owner, promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor/Subcontractor concerning indemnification. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

§ 11.1.11 **SUBCONTRACTORS**

Contractor shall be responsible for ensuring that subcontractors have insurance to protect the Owner and Contractor from liability for any and all claims arising out of the Work performed on the Project and shall ensure that the Contractor and each subcontractor waives any claim for subrogation against the Owner, including any claims for subrogation of workers' compensation carriers or self-insurers of workers' compensation. To the extent that Contractor fails to comply with this provision, or if any claims is made by any subcontractor, or any person or entity performing work on the Project for the Contractor or subcontractor, Contractor agrees to defend, indemnify and hold the Owner harmless from any and all claims brought against the Owner, or its agents or employees, arising out of the Project. This includes the agreement that the Owner be paid all attorney fees and costs associated with any claim in defense of the Owner or its agents or employees. The Contractor is required to and shall ensure that this contractual provision is incorporated in any and all subcontracts entered with Subcontractors, whether by reference to this agreement or otherwise.

§ 11.1.12 **CERTIFICATE OF INSURANCE**

Contractor shall furnish the Owner with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance must also contain the following in the "Description of Operations" section:

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

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

The certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

§ 11.2 **OWNER'S LIABILITY INSURANCE**

Delete paragraph 11.2 and its subparagraph.

SECTION IIIB - SUPPLEMENTARY CONDITIONS

§ 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

Delete Paragraph 11.3 and Subparagraphs 11.3.1, 11.3.2, and 11.3.3

§ 11.4 PROPERTY INSURANCE

Delete all Subparagraphs 11.4.1 through 11.4.10 and substitute the following:

§ 11.4.1 The contractor shall provide builder’s risk insurance to protect the Owner, the Contractor and Subcontractors for loss with coverage in an amount equal to the sum of the Contract award. The policy shall insure against all risk of loss or damage. The Contractor shall be responsible for any deductible on any policy of insurance if a claim is made under the policy. Builder’s risk insurance shall name the Owner as an additional insured.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

§ 12.2 CORRECTION OF WORK

Add the following to the end of Subparagraph 12.2.1.1:

If prior to the date of Substantial Completion, the Contractor, a Subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to “like new” condition at no expense to the Owner.

Delete Subparagraph 12.2.2.1 and substitute the following:

§ 12.2.2.1 If, within one year after the date of the recordation of the certificate of Substantial Completion or Acceptance in the mortgage records for the Parish of St. Tammany, the Work or any portion thereof is found by the Architect or Owner not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct such Work or if it is rejected by the Owner or Architect, remove such Work from the site and replace it with Work in accordance with the Contract Documents. If circumstances exist, including, but not limited to an emergency, the Owner may have any such Work corrected or removed and replaced. In such event, the Contractor shall reimburse the Owner for all costs and damages, including compensation for the Architect’s services and expenses made necessary thereby. This period of correction of one year shall be extended as to respective portions of the Work performed after the date of the filing of the Certificate of Substantial Completion. This obligation under this subparagraph 12.2.2 shall survive acceptance of the Work under the Contract Documents and termination of the Agreement. The Architect shall give written notice promptly after the discovery of any condition of nonconforming work. Further, this obligation is in addition to and does not limit any general warranty provided by law or specified in the Contract Documents. Nothing in this Subparagraph shall be construed to limit any warranty or contract provision in favor of the Owner, and any time for the Owner to bring a claim or lawsuit for breach of contract or warranty shall accrue in accordance with law.

Delete Subparagraph 12.2.2.3.

Add to Subparagraph 12.2.5 the following:

Further, nothing contained in this Paragraph 12.2 shall limit, in any manner, any provisions of law establishing a longer time period within which the Owner can seek to enforce obligations of the Contractor or its Subcontractors.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

Delete from Subparagraph 13.1.1 “place where the Project is located” and insert the words “State of Louisiana”.

Add the following Subparagraph 13.1.2 to 13.1:

The Contractor and its Surety consent to and yield to the exclusive venue and jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany and waive any and all claims of entitlement to removal of any case from this jurisdiction, including any removal of any claim to any Federal Court.

§ 13.2 SUCCESSORS AND ASSIGNS

Delete from Subparagraph 13.2.1, in the second sentence, the words, “Except as provided in Section 13.2.2” and the words, “as a whole”.

SECTION IIIB - SUPPLEMENTARY CONDITIONS

Delete Subparagraph 13.2.2.

§ 13.3 WRITTEN NOTICE

Delete from Subparagraph 13.3.1, the words, “if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or”.

§ 13.4 RIGHTS AND REMEDIES

Add the following Subparagraph 13.4.3:

§ 13.4.3 Nothing contained in the Contract Documents shall create a contractual relationship or any cause of action in favor of a third party against the Owner.

§ 13.6 INTEREST

Delete Subparagraph 13.6.1 and substitute the following:

§ 13.6.1 No interest is due by the Owner for any late payment.

§ 13.7 COMMENCEMENT OF STATUTORY OF LIMITATION PERIOD

Delete paragraph and subparagraph 13.7.1 and its subparts thereunder in their entirety and in its place substitute the following:

§ 13.7 PRESCRIPTION

§ 13.7.1 Any action against the Contractor on the Contract or on any Bond or against the Contractor or Surety or both on the Bonds furnished by the Contractor, all in connection with the construction, alteration or repair of any public works shall prescribe only as provided by law. However, in no event shall any claim be made against the Owner outside of or later than forty-five (45) days from the filing with the Clerk of Court for the Parish of St. Tammany the Notice of Substantial Completion. Other Claims against the Owner must still be made within the time limits set forth in Section 4.3.2.

Add the following paragraphs 13.8 through 13.12.1

§ 13.8 WORK CONTINUATION AND PAYMENT

§ 13.8.1 Unless otherwise agreed in writing, the Contractor shall carry on the Work, maintain the Schedule of the Work pending any claim or lawsuit, and, if so, the Owner shall continue to make payments in accordance with the provisions of the Contract Documents except as to any item in dispute.

§ 13.9 ARBITRATION

§ 13.9.1 All references within the Contract Documents referring to or including provisions for arbitration are stricken, deleted and deemed void. No provision shall be construed as authorizing or including provisions for arbitration. However, the parties may, subsequent to any dispute, agree to arbitration to settle a dispute.

§ 13.10 ATTORNEY’S FEES

§ 13.10.1 If as a result of any action or lawsuit filed by the Contractor or any of its Subcontractors against the Owner it is necessary for the Owner to retain an attorney to represent the Owner, the Contractor shall pay all legal fees and associated costs incurred by the Owner, if the Owner is the prevailing party on any claim or lawsuit brought by Contractor or any of its Subcontractors, whether Owner prevails on all or a portion of any claim or lawsuit.

§ 13.10.2 In the event it is necessary for Owner to retain an attorney or to file suit or any claim, demand or defense as a result of a breach by the Contractor of any of the Contractor’s obligations in the Contract Documents or pursuant to law, including, but not limited, failing to comply with the provisions of the plans and specifications or failing to perform in a good and workmanlike manner, or failing to perform its work timely, or any other breaches of the Contractor’s obligations, the Contractor shall pay to Owner and will be deemed liable for any and all attorney’s fees and associated costs, and court costs incurred by Owner. This includes, but is not limited to, payment of attorney fees and costs associated with Owner being required to institute any concursus type proceeding or other proceeding that may be required by law.

§ 13.10.3 If as a result of any action or lawsuit filed by the Contractor or any of its Subcontractors against the Architect and its Consulting Engineers, a Geotechnical Engineer, or any person or entity acting on behalf of the Owner, it is necessary for the Architect and its Consulting Engineers, a Geotechnical Engineer, or any person or entity acting on behalf of the Owner to

SECTION IIIB - SUPPLEMENTARY CONDITIONS

retain an attorney to represent the Architect and its Consulting Engineers, a Geotechnical Engineer, or any person or entity acting on behalf of the Owner, the Contractor or any of its Subcontractors shall pay all legal fees and associated costs incurred by the Architect and its Consulting Engineers, a Geotechnical Engineer, or any person or entity acting on behalf of the Owner if any of them are a prevailing party on any claim or lawsuit brought by Contractor or any of its Consulting Engineers, in proportion and to the extent the Architect and its Consulting Engineers, a Geotechnical Engineer, or any person or entity acting on behalf of the Owner is the prevailing party.

§ 13.11 PRECONSTRUCTION CONFERENCE

13.11.1 No later than fifteen (15) days after the date of the Notice to Proceed, a conference will be held to review the Contractor's schedule and Schedule of Values submitted to the Architect together with a review of the Contractor's plans for proceeding with the Work and such other items as may be designated by the Architect. The meeting will be convened by the Architect with a representative of the Owner and the Project representatives of the Contractor. The mere approval of the Schedule of Values by the Owner or Architect shall not be a basis for calculation of amounts due on any claim made by Contractor.

§ 13.12 PROJECT MEETINGS

§ 13.12.1 Monthly Project Meetings will be held at which the Architect, Owner's representative, and Project Representative, if any, shall be present. The Contractor and the primary Subcontractors shall also be represented. The Contractor is responsible to prepare the minutes of the meeting and to distribute them to all parties within five (5) days of the date of the monthly Project Meeting.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

Delete Paragraphs 14.1 and 14.1.1 and all subparagraphs of 14.1.1

Delete from Subparagraph 14.1.3 the words "14.1.1 or"

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following Subparagraphs to 14.2.1:

- .5 becomes insolvent, seeking relief in bankruptcy, is placed in bankruptcy involuntarily, or makes a general assignment for the benefit of the creditors and fails to provide adequate assurances, the adequacy of which the Owner will be the sole judge, of the Contractor's future performance in accordance with the requirements of the Contract Documents;
- .6 disregards the authority of the Architect;
- .7 loses charge of the property of the Contractor resulting in a trustee, receiver, custodian or agent appointed under applicable law or under contract;
- .8 breaches any warranty made by the Contractor under or required pursuant to the Contract Documents; or
- .9 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) working days, except as permitted under the Contract Documents.
- .10 Failure to complete the punch list within the lien period as provided in 9.8.2.

Delete from Subparagraph 14.2.2, the words " , upon certification by the Architect that sufficient cause exists to justify such action"

Delete from Subparagraph 14.2.2.3 the last sentence commencing with the word "Upon" and ending with "Work".

Add the following sentence to Subparagraph 14.2.3:

Termination by the Owner shall not suspend assessment of liquidated damages against the Contractor or surety.

Add the following Subparagraph 14.2.5:

§ 14.2.5 If an agreed sum of liquidated damages has been established or payment of additional fees and expenses, architect or otherwise, has been agreed by Contractor, termination by the Owner under this Article will not relieve the Contractor and surety of their obligations under the liquidated damages provisions or for payment of additional fees and expenses provisions (i.e. including without limitation additional architect or design service fees) and the Contractor and/or surety shall be liable to the Owner for per

SECTION IIIB - SUPPLEMENTARY CONDITIONS

diem liquidated damages or any such other damages or expenses agreed to by Contractor.

Add the following Subparagraph 14.2.6:

§ 14.2.6 In the event that the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1 and it is later determined that said termination for cause was improper, unwarranted, or otherwise invalid, then the provisions of Subparagraph 14.4, TERMINATION BY THE OWNER FOR CONVENIENCE, shall apply. The Contract shall be deemed TERMINATED BY THE OWNER FOR CONVENIENCE from the day of the original Notice of Termination by the Owner for Cause.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

Delete Subparagraph 14.3.2.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete from Subparagraph 14.4.3, the words “, and costs incurred by reason of such termination along with reasonable overhead and profit on the Work not executed.”

ARTICLE 15 - EQUAL OPPORTUNITY EMPLOYMENT

Add the following Subparagraphs 15.1 and 15.2 as Article 15:

§ 15.1 The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment in accordance with Louisiana Revised Statute 23:301, *et seq.* or any other applicable law, including but not limited to Louisiana Revised Statute 23:332 and Louisiana Revised Statute 23:334.

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

END OF SECTION IIIB

Revised 3 December 2018

SECTION IIIC - CHANGE ORDER

CHANGE ORDER NO: _____

PROJECT: _____

DATE: _____

PROJECT NO: _____

CONTRACT DATE: _____

JOB NO: _____

TO: CONTRACTOR: _____
(Name and Address)

You are directed to make the following change in this contract: (attach itemized breakdown to show cost including materials quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead):

NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR

The Original Contract Sum	\$ _____
Net Change by previous Change Orders	\$ _____
Contract Sum Prior to this Change	\$ _____
Contract Sum will be (increased) (decreased) (unchanged) by this Change	\$ _____
New Contract Sum including this Change	\$ _____
Contract Time will be (increased) (decreased) (unchanged) by	_____ days
Revised Contract Completion Date as of the date of this Change Order is	_____

Change Order is:

RECOMMENDED:

ACCEPTED:

APPROVED:

(Architect)

(Contractor)

St. Tammany Parish School Board
(Owner)

By: _____

(Typed name)

By: _____

(Typed name)

By: _____
W. L. "Trey" Folse, III
(Typed name)

Date: _____

Date: _____

Date: _____

DIVISION 1

GENERAL REQUIREMENTS



DAMMON
ENGINEERING, INC.

DAMMON ENGINEERING, INC.
554 OLD SPANISH TRAIL
SLIDELL, LOUISIANA 70458
Phone: 985-649-5832
dammonengineering.com
info@dammonengineering.com

SECTION 01 10 00 – SUMMARY OF WORK

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: **Sixth Ward Elementary,
100 Wing Reroofing
STPSB Project No. R0079**
- B. Project Location: **Sixth Ward Elementary
72360 LA-41
Pearl River, LA 70452**
- C. Owner: **St. Tammany Parish School Board
C.J. Schoen Administrative Complex
321 N. Theard
Covington, Louisiana 70433**
1. Owner's Representative: **MS. Cameron Tipton**
- D. Architect: **Dammon Engineering, Inc.
Brian Mistich, Chief Engineer
554 Old Spanish Trail
Slidell, LA 70458**
1. Contact: **Chuck 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 replace the roof on the 100 Wing at the Sixth Ward Elementary School.
- 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 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to immediate vicinity of buildings under construction.
- 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. Provide access to and from site as required by law and by Owner:
 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage.
- 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. Limit conduct of especially noisy exterior work to the hours of hours allowed by Parish of St Tammany Ordinance.
- F. Controlled Substances: Use of tobacco products and other controlled substances is not permitted on Project site.
- G. Utility Outages and Shutdown:
 1. Limit disruption of utility services to hours the building is unoccupied.
 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 3. Prevent accidental disruption of utility services to other facilities.

1.6 WORK SEQUENCE

- A. On-site construction operations for this project must take place during the STPSB Summer Holiday session. Construct Work shall be separated into two phases as follows:
 1. Phase I – (Administrative Activities) A written Notice to Proceed (NTP) will be issued by the Architect, once the Contract has been awarded, for all “pre-demolition” activities including but not limited to submittal review/processing, material procurement, on-site nondestructive measuring and staging/storing of materials. Note: this NTP does not allow demolition or disruptive work. The duration of Phase I will end upon issuance of Phase 2 NTP.
 2. Phase 2 – (Demolition & Construction) A written Notice to Proceed (NTP) will be issued by the Architect, for all Demolition & Construction activities such that all work in the Original Contract Documents can be completed prior to the opening of the 2020-2021 school year. Contractors are urged to have all materials approved and on site prior to this NTP to minimize delays. See Completion Time and Liquidated Damages in

the INSTRUCTIONS TO THE BIDDERS for the number of allowed consecutive construction days and amount of liquidated damages to be assessed when the project is not complete within the allowed consecutive construction days.

3. If work is not completed by July 29th, 2020, the remaining work shall be performed when school is not in session (nights/weekends). No work will be performed when school buildings are occupied. Liquidated damages will continue to accumulate for days during which school buildings are occupied.

1.7 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.
- 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.

2. PRODUCTS (Not Used)

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 "Engineer'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 Designer.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Designer 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 AIA form G714. 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 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.

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 entities 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 through Designer 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. Project closeout activities.
 - 6. 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 not accept RFIs submitted to Architect by other entities controlled by Contractor. Any such RFI submittals will be reported to the Contractor by the Architect.
 - 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, with Architect informing Contractor of "no 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. On receipt of Architect's action, 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 MEETING

- A. Preconstruction Conference: Designer will schedule and conduct a preconstruction conference at Project site before starting construction, at a time convenient to Owner and Contractor.
 - 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. Contractor shall furnish to the Architect and Owner at the Preconstruction Conference:
 - a. The Schedule of Values.
 - b. List of Subcontractors.
 - c. Information listed in Paragraph 7.1 of the Supplementary Conditions.
 - d. The Construction Schedule.

 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Designation of key personnel and their duties.
 - b. Change Orders.
 - c. Invoice Procedures.
 - d. Prior Approval.
 - e. Testing Lab, Procedures for testing and inspecting.
 - f. Project Sign.
 - g. Meetings.
 - h. General Correspondence.
 - i. Shop Drawings.
 - j. Procedure for keeping Record Documents.
 - k. Security.
 - l. User's occupancy requirements.
 - m. Location of staging areas and use of the premises.
 - n. Parking availability.
 - o. Location and type of temporary facilities and utilities.
 - p. Responsibility for temporary facilities and controls.
 - q. Office, work, and storage areas.
 - r. Equipment deliveries.
 - s. Outages/Interruptions of Services.
 - t. Work restrictions.
 - u. Working hours.
 - v. Progress cleaning.
 - w. Safety and First Aid.
 - x. Use of any Asbestos Containing materials is prohibited.
 - y. Pre-Closeout Conference.

 4. Minutes: Designer will record and distribute meeting minutes.
- B. Preinstallation Conferences: Designer will 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.
 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. Designer will record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Designer will 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.
- C. Progress Meetings: Designer will conduct progress meetings at Project site at monthly 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.
- D. Pre-Closeout Conference: Designer will schedule and conduct a pre-closeout conference at the project site when construction is 75% to 85% complete.
 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

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 be provided by Architect for Contractor's use in preparing submittals.
 - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.
- 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 Architect, 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, deviations will not be allowed if it changes "type."
- 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.
 - 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 Architect 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. 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.
- I. 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.
- J. 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.

- K. 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.
- L. 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.
- M. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Field Test Reports: Submit 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.
- P. 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 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 to Contractor 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.

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 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 Recommendation of Acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site

and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

2.2 MATERIALS

A. Construction: Commercial grade chain link fence. Fencing shall have visual screening fabric.

B. Provide 6-foot-high fence around construction site; equip with vehicular and pedestrian gates with locks. For exterior work being completed outside of summer holiday hours fencing is required to restrict public and student access. During summer holiday hours fencing are not required except where required by law or at contractor's option.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, User, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Recommendation of Acceptance, restore these facilities to condition existing before initial use.
- C. 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.
- D. 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 Recommendation of Acceptance inspection. Remove before Recommendation of Acceptance.

Personnel remaining after Recommendation of Acceptance 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. 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."
- E. 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. 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.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- G. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- I. 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 date of 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.
At time of 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 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. Contractor shall be responsible for any damage to School Board's property resulting from any exercise of the rights herein granted, including but not limited to soil erosion, damage to grassy areas, subsidence or damage resulting therefrom. Contractor shall promptly repair and restore to its original condition any of the School Board's property, including, but not limited to, roads, utilities, buildings, fences and yards that may be altered, damaged or destroyed in connection with the exercise of the Temporary Access Easement or use of the Temporary Access Easement Area.
- B. 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 Engineer 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 Designer 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 Engineer 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 Engineer 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 Engineer 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 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.

3.5 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.

3.6 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 time of 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.

3.7 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.

3.8 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 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 preceding the Recommendation of Acceptance.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at time of Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Recommendation of Acceptance.

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: Contractor to provide four (4) copies of binders containing maintenance and warranty information.

1.5 SUBSTANTIAL COMPLETION PROCEDURES PRECEDING THE RECOMMENDATION OF ACCEPTANCE

- A. Contractor's List of Incomplete Items: Prepare and submit a preliminary list of items to be completed and corrected (Contractor's Preliminary Punch List).
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Recommendation of Acceptance. 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, 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 Recommendation of Acceptance. List items below that are incomplete at time of request.

1. Advise Owner through Designer of pending insurance changeover requirements.
2. Complete startup and testing of systems and equipment.
3. Perform preventive maintenance on equipment used prior to Substantial Completion.
4. Instruct User's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
5. Advise Owner through Designer of any changeover in utilities.
6. Terminate and remove temporary facilities from Project site, along with construction tools and similar elements.
7. Complete final cleaning requirements, including touchup painting.
8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Recommendation of Acceptance 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 Recommendation of Acceptance 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. Designer will verify.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Instruct User'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 PRELIMINARY LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each item needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Submit preliminary list of incomplete items in PDF electronic file format.
 - 2. Designer will prepare final punch list.

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 Recommendation of Acceptance 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, to be submitted in triplicate.

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 Recommendation of Acceptance 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 Recommendation of Acceptance.
- 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

DIVISION 2

EXISTING CONDITIONS



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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.

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 User 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 User.

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 User's 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 User's continuing occupancy of portions of existing building and of User'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. Pre-demolition 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.

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." 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. User will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so User'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 User. Verify location with User.

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 User.

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 6

Wood, Plastics, and Composites



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SECTION 06 10 53 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wood blocking, cants, and nailers.
 - 2. Wood furring and grounds.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1.3 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
 - 1. Preservative-treated wood.
 - 2. Fire-retardant-treated wood.
 - 3. Power-driven fasteners.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWWA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all miscellaneous carpentry unless otherwise indicated:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

2.3 DIMENSION LUMBER FRAMING

- A. Other Framing: No. 2 Construction grade and any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Southern pine; SPIB.
 - 3. Douglas fir-larch; WCLIB or WWPA.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Cants.
 - 5. Furring.
 - 6. Grounds.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber of any species.
- C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
 - 1. Mixed southern pine, No.2 grade; SPIB.
 - 2. Eastern softwoods, No.2 Common grade; NELMA.
 - 3. Northern species, No 2 Common grade; NLGA.
 - 4. Western woods, No.2 Common grade; WCLIB or WWPA.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
- B. Power-Driven Fasteners: NES NER-272.

- C. Screws for Fastening to Metal Framing: ASTM C 1002, length as recommended by screw manufacturer for material being fastened.

2.6 MISCELLANEOUS MATERIALS

- A. Flexible Flashing: Self-adhesive butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit.
- B. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- C. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- D. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

DIVISION 7

THERMAL AND MOISTURE PROTECTION



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SECTION 075552 - MODIFIED BITUMEN MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. Preparation of Substrate to Receive Roofing Materials
- B. Base Sheet and Roof Insulation Application to Prepared Substrate
- C. Roof Membrane Application
- D. Roof Flashing Application
- E. Incorporation of Sheet Metal Flashing Components and Roofing Accessories into the Roof System
- F. NOTE THE FOLLOWING:
 - Included in the Bid, the roofing manufacturer (see Spec Sections 075552 and 077100) shall furnish, for installation by the Contractor/Rofer, products to complete the work as applicable or called for, such as prefabricated perimeter metal systems, Parapro Roof Membrane and Parapro 123 Flashing systems, or other products that when used with the approved manufacturer's systems, shall be covered under a manufacturer's specified guarantee.
 - The above items shall be guaranteed by the roofing manufacturer and shall be installed to manufacturer standards/recommendations (see Spec Section 077100). The roofing manufacturer's guarantee does not cover separately fabricated (either field fabricated or shop fabricated) metal systems that interface into the membrane products.

1.02 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

- A. Sheet Metal Flashing and Trim
- B. Sheet Metal Roofing Specialties

1.03 RELATED SECTIONS

- A. Section 077100 – Prefabricated Fascias Copings and Expansion Joints

1.04 REFERENCE STANDARDS

References in these specifications to standards, test methods and codes, are implied to mean the latest edition of each such standard adopted. The following is an abbreviated list of associations, institutions, and societies which may be used as references throughout these specifications.

ASTM	American Society for Testing and Materials Philadelphia, PA
FM	Factory Mutual Engineering and Research Norwood, MA
NRCA	National Roofing Contractors Association Rosemont, IL
OSHA	Occupational Safety and Health Administration Washington, DC

SMACNA Sheet Metal and Air Conditioning Contractors National Association
Chantilly, VA
UL Underwriters Laboratories
Northbrook, IL

1.05 DESCRIPTION OF WORK

The basic work descriptions required in this specification are referenced below. This design is based on products by Siplast, however subject to compliance with requirements, equal products or systems are acceptable with prior approval; written requests may be submitted in accordance with "Instructions to Bidders" paragraph 3.3. Disconnection and removal, re-installation and re-connection of all equipment will be by St. Tammany Parish School Board.

Roof Type 1

Project Type: Tear-off Specification #: 2030 IT
Deck: Cementitious wood fiber Slope: Less than 1/8-inch
Base Sheet: Parabase FS, mechanically attached, using ParaLok Fasteners.
Insulation – bottom layer: Paratherm System by Siplast, having a thickness of 2-inches, applied in Parafast T Insulation Adhesive.
Insulation – tapered layer: Tapered Paratherm Crickets by Siplast, providing for a roof slope of ¼-inch, applied in Parafast T Insulation Adhesive.
Insulation - top layer: Dens Deck Prime by Georgia-Pacific, having a thickness of 1/2-inch, applied in Parafast T Insulation Adhesive.
Roof System: Paradiene 20 TG, torch applied;
Paradiene 30 FR TG, torch applied
Flashing System: Paradiene 20, cement applied;
Veral Aluminum, torch applied.

Roof Type 2

Project Type: Tear-off Specification #: 2030 IT
Deck: Wood/Plywood Slope: Less than 1/8-inch
Base Sheet: Parabase FS.
Insulation – bottom layer: Paratherm System by Siplast, having a thickness of 2-inches, mechanically attached using Parafast Fastener with Steel Plates.
Insulation – tapered layer: Tapered Paratherm Crickets by Siplast, providing for a roof slope of 1/4-inch, applied in Parafast T Insulation Adhesive.
Insulation - top layer: Dens Deck Prime by Georgia-Pacific, having a thickness of 1/2-inch, applied in Parafast Insulation T Adhesive.
Roof System: Paradiene 20 TG, torch applied;
Paradiene 30 FR TG, torch applied

Flashing System: Paradiene 20, cement applied;
Veral Aluminum, torch applied.

1.06 SUBMITTALS

All submittals which do not conform to the following requirements will be rejected.

- A. Submittal of Equals: Submit primary roof systems to be considered as equals to the specified roof system no less than ten (10) days prior to bid date, as per "Instructions to Bidders" paragraph 3.3. Should there be any conflict between the requirements listed below and those in the "Instructions to Bidders" the requirements in the "Instructions to Bidders" takes precedence. Primary roof systems which have been reviewed and accepted as equals to the specified roof system will be listed in an addendum prior to bid date; only then will equals be accepted at bidding. Submittals shall include the following:
1. Two 3-inch x 5-inch samples of the primary roofing and flashing sheets.
 2. Latest edition of the roofing system manufacturer's specifications and installation instructions.
 3. Evidence that the manufacturer of the proposed roofing system utilizes a quality management system that is ISO 9001:2000 certified. Documentation of ISO 9001:2000 certification of foreign subsidiaries without domestic certification will not be accepted.
 4. Evidence and description of manufacturer's quality control/quality assurance program for the primary roofing products supplied. The quality assurance program description shall include all methods of testing for physical and mechanical property values. Provide confirmation of manufacturer's certificate of analysis for reporting the tested values of the actual material being supplied for the project prior to issuance of the specified guarantee.
 5. Descriptive list of the materials proposed for use.
 6. Evidence of Underwriters' Laboratories Class A acceptance of the proposed roofing system without additional requirements for gravel or coatings. No other testing agency approvals will be accepted.
 7. (Tectum Deck Assembly) The installation of the roof assembly (including fastening of base sheet or insulation) shall follow a tested application method by FM Global for minimum 1-90 windstorm construction.
 8. (Wood Deck – Assembly) The installation of the roof assembly (including fastening and/or adhering insulation) shall follow a tested application method by FM Global for minimum 1-90 windstorm construction.
 - a) The roof membrane configuration shall be approved by FM for Class 1-SH (severe hail) exposure.
 9. Letter from the proposed primary roofing manufacturer confirming that a phased roof application, with only the modified bitumen base ply in place for a period of up to 10 weeks, is acceptable and approved for this project.
 10. List of 3 of the proposed primary roofing manufacturer's projects, located in the United States, of equal size and degree of difficulty which have been performing successfully for a period of at least 10 years.
 11. Request for substitution constitutes a representation that the Contractor:

- a. Has personally investigated the proposed substitute product and determined that it is equal to or superior in all respect to that specified.
 - b. Will provide the same or better warranties, bonds and guarantees for the substitution as for the specified product.
 - c. Will coordinate the installation of an accepted substitution into the Work and making such changes as may be required to make the Work complete in all respects.
 - d. Waives all claims for additional costs, related to the substitution which may subsequently become apparent.
 - e. Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesigns costs, and waives all claims for additional costs related to the substitution which subsequently become apparent.
12. Should the Contractor propose a substitute material or method assembly that is of questionable quality or suitability to the Architect, suitable tests may be required to establish a basis for acceptance or rejection. Such tests will be paid for by the Contractor and conducted in accordance with industry accepted standards and as accepted to the Architect.
 13. Substitutions will not be considered when they are indicated or implied in shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
 14. The Architect shall be the judge of the acceptability of proposed substitutions.
 15. The Owner reserves the right to disapprove and reject any request for substitution.
 16. Letter from the proposed primary roofing manufacturer confirming that the filler content in the elastomeric blend of the proposed roof membrane and flashing components does not exceed 35% in weight.
 17. Complete list of material physical and mechanical properties for each sheet including: weights and thicknesses; low temperature flexibility; peak load; ultimate elongation; dimensional stability; compound stability; high temperature stability; granule embedment and resistance to thermal shock for foil faced products.
 18. Sample copy of the proposed guarantee.
- B. Submittals Prior to Contract Award:
1. Letter from the proposed primary roofing manufacturer confirming that the bidder is an acceptable Contractor authorized to install the proposed system.
 2. Letter from the primary roofing manufacturer stating that the proposed application will comply with the manufacturer's requirements in order to qualify the project for the specified guarantee.
- C. Submittals Prior to Project Close-out:
1. Certificate Of Analysis from the testing laboratory of the primary roofing materials manufacturer, confirming the physical and mechanical properties of the roofing membrane components. Testing shall be in accordance with the parameters published in ASTM D 5147 and ASTM D 6298 and indicate Quality Assurance/Quality Control data as required to meet the specified properties. A separate Certificate Of Analysis for each production run of material shall indicate the following information:

- a) Material type
 - b) Lot number
 - c) Production date
 - d) Dimensions and Mass (indicate the lowest values recorded during the production run);
 - Roll length
 - Roll width
 - Selvage width
 - Total thickness
 - Thickness at selvage (coating thickness)
 - Weight
 - e) Physical and Mechanical Properties;
 - Low temperature flexibility
 - Peak load
 - Ultimate Elongation @ 5% Maximum Load
 - Dimensional stability
 - Compound Stability
 - Granule embedment
 - Resistance to thermal shock (foil faced products)
2. Manufacturer's printed recommendations for proper maintenance of the specified roof system including inspection frequencies, penetration addition policies, temporary repairs, and leak call procedures.

1.07 QUALITY ASSURANCE

- A. Acceptable Products: Primary roofing products, including each type of sheet, all manufactured in the United States, shall be supplied by a single manufacturer which has been successfully producing the specified types of primary products for not less than 10 years. The primary roofing products shall have maintained a consistent composition for a minimum of five years.
- B. Product Quality Assurance Program: Primary roofing materials shall be manufactured under a quality management system that is monitored regularly by a third party auditor under the ISO 9001:2000 audit process. A certificate of analysis for reporting/confirming the tested values of the actual material being supplied for the project will be required prior to project close-out.
- C. At Owner's option the Contractor shall have the roofing materials for the project delivered to the area of the project (i.e. distribution warehouse, job site, or other location where materials can be stored properly and securely) (within 75 mile radius) and be identified and held specifically for this project. Roofing contractor at owner request and direction shall provide samples from the pallets of roofing materials indicated to be designated for this project as needed for independent lab testing for quality of roofing per ASTM standards as requested by the owner. Cost of testing shall be paid by the owner. If any materials tested are found to not meet ASTM standards indicated by the project specifications and data sheets of the material, the materials will not be accepted for the project and will be replaced by the contractor. Any replacement materials shall be paid by the Contractor. Contractor should allow a minimum of 10-12 weeks for testing of roofing products prior to the need to place roofing on structure. While testing is being done, the owner will not pay for any roofing materials stored on/off site.
- D. Agency Approvals: The proposed roof system shall conform to the following requirements. No other testing agency approvals will be accepted.

1. Underwriters Laboratories Class A acceptance of the proposed roofing system without additional requirements for gravel or coatings.
 2. (Tectum Deck Assembly) The installation of the roof assembly (including fastening of base sheet or insulation) shall follow a tested application method by FM Global for minimum 1-90 windstorm construction.
 3. (Wood Deck – Assembly) The installation of the roof assembly (including fastening and/or adhering insulation) shall follow a tested application method by FM Global for minimum 1-90 windstorm construction.
- E. Accessory Products: Accessory products shall be supplied by the primary roof system manufacturer for coverage under the terms of the guarantee. The primary membrane manufacture shall have private labeling agreements with secondary and accessory product suppliers for the listed products; thermal insulation, cover panel, insulation fasteners, fastener plates, cements, primers, sealants, membrane and insulation adhesives, perimeter metal systems, etc. Manufacturer shall provide evidence that it complies with these requirements by providing
1. Primary manufacturer's commercial product data sheets.
 2. If a primary roof system manufacturer has an expressed endorsement for primary and secondary roof system products. A letter will be required from the primary roofing system manufacturer detailing any expressed endorsements with accessory product suppliers and evidence of how the product is to be covered under the guarantee
- F. Acceptable Contractor: Contractor shall have a minimum of 2 years experience in successfully installing the same or similar roofing materials and be certified in writing by the roofing materials manufacturer to install the primary roofing products.
- G. Scope of Work: The work to be performed under this specification shall include but is not limited to the following: Attend necessary job meetings and furnish competent and full time supervision, experienced roof mechanics, all materials, tools, and equipment necessary to complete, in an acceptable manner, the roof installation in accordance with this specification. Comply with the latest written application instructions of the manufacturer of the primary roofing products. In addition, application practice shall comply with requirements and recommendations contained in the latest edition of the Handbook of Accepted Roofing Knowledge (HARK) as published by the National Roofing Contractor's Association, amended to include the acceptance of a phased roof system installation.
- H. Local Regulations: Conform to regulations of public agencies, including any specific requirements of the city and/or state of jurisdiction.
- I. Manufacturer Requirements: Ensure that the primary roofing materials manufacturer provides direct trained company personnel to attend necessary job meetings, perform periodic inspections as necessary, and conducts a final inspection upon successful completion of the project.

1.09 PROJECT/SITE CONDITIONS

A. Requirements Prior to Job Start

1. Notification: Give a minimum of 5 days notice to the Owner and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.
2. Permits: Obtain all permits required by local agencies and pay all fees which may be required for the performance of the work.

3. Safety: Familiarize every member of the application crew with all fire and safety regulations recommended by OSHA, NRCA and other industry or local governmental groups.

B. Environmental Requirements

1. Precipitation: Do not apply roofing materials during precipitation or in the event there is a probability of precipitation during application. Take adequate precautions to ensure that material, applied roofing, and building interiors are protected from possible moisture damage or contamination.

C. Protection Requirements

1. Membrane Protection: Provide protection against staining and mechanical damage for newly applied roofing and adjacent surfaces throughout this project.
2. Torch Safety: Crew members handling torches shall be trained by an Authorized Certified Roofing Torch Applicator (CERTA) Trainer, be certified according to CERTA torch safety guidelines as published by the National Roofing Contractor's Association (NRCA), and follow torch safety practices as required by the contractor's insurance carrier. Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas during roof construction activity, and for the minimum period required by CERTA guidelines after roofing material application has been suspended for the day.
3. Limited Access: Prevent access by the public to materials, tools and equipment during the course of the project.
4. Debris Removal: Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials.
5. Site Condition: Complete, to the owner's satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction.

1.10 GUARANTEE/WARRANTY

- A. Roof Membrane/System Guarantee: Upon successful completion of the project, and after all post installation procedures have been completed, furnish the Owner with the manufacturer's twenty (20) year labor and materials guarantee covering the rigid insulation, insulation adhesive, base sheet fasteners, roof membrane/flashing system and the perimeter sheet metal system, as specified in Section 077100 Roof Specialties, by Inclusion Addendum. The guarantee shall be a term type, without deductibles or limitations on coverage amount (N.D.L., No Dollar Limit), and shall be issued at no additional cost to the Owner.
 1. Siplast 20-year Roof Membrane/System Guarantee with Paraguard Perimeter Metal Inclusion Addenda or other pre-approved manufacture system.
 2. Stipulations inconsistent with the warranty requirements, or change of venue, will not be accepted.
 3. Owner will not co-sign the warranty.
 4. Contractor shall provide 2-year weather-tight warranty for all materials/installations.
 5. Complete system warranty for all roof penetrations shall be provided.

PART 2 PRODUCTS

2.01 ROOFING SYSTEM ASSEMBLY/PRODUCTS

A. Base Sheet

1. Base Sheet: A fiberglass reinforced, asphalt coated sheet with a polyolefin film backing, having a minimum weight of 20 lb/sq. The sheet shall conform to ASTM D 4601, Type II requirements.

- > Siplast Parabase FS or other pre-approved manufacture's base sheet.

B. Rigid Roof Insulation: Roof insulation shall be UL and FM approved. Insulation shall be approved in writing by the insulation manufacturer for intended use and for use with the specified roof assembly.

1. Polyisocyanurate: A closed cell, rigid polyisocyanurate foam core material, integrally laminated between glass fiber facers, in full compliance with ASTM C 1289, Type II, Class 1, Grade 2. Panels shall have a nominal thickness of 2-inches. Acceptable types are as follows:

- > Paratherm by Siplast; Irving, TX or other pre-approved manufacture's rigid roof insulation.

2. Polyisocyanurate Tapered Roof Insulation: Tapered panels and standard fill panels composed of a closed cell, rigid polyisocyanurate foam core material, integrally laminated between glass fiber reinforced organic facers, in full compliance with ASTM C 1289, Type II, Class 1, Grade 2 (20 psi). The tapered system shall provide for a roof slope of 1/4-inch per foot. Acceptable types are as follows.

- > Tapered Paratherm by Siplast; Irving, TX or other pre-approved manufacture's rigid roof insulation.

3. Tapered crickets: A closed cell, rigid polyisocyanurate foam core material, integrally laminated between glass fiber facers, in full compliance with ASTM C 1289, Type II, Class 1, Grade 2. Panels shall provide for positive slope to facilitate drainage. Acceptable types are as follows:

- > Paratherm by Siplast; Irving, TX or other pre-approved manufacture's rigid roof insulation.

4. Gypsum Sheathing Panel: A panel composed of a gypsum based, non-structural water resistant core material integrally bonded with fiberglass mats on both sides having a nominal thickness of 1/2-inch. The panel surface shall be factory primed with a non-asphaltic primer. Acceptable types are as follows:

- > Dens Deck Prime Gypsum Roof Board, by Georgia Pacific Corporation; Atlanta, GA or other pre-approved manufacture's gypsum sheathing panel.

5. Perlite Tapered Edge Panels: A tapered panel composed of expanded volcanic minerals combined with waterproofing binders. The top surface shall be pre-treated with an asphalt based coating. The panels shall have a dimension sufficient to provide for a smooth transition and provide proper support for the membrane layer or subsequent layer of insulation when there are transitions of 1/4-inch or greater.

2.02 DESCRIPTION OF SYSTEMS

- A. Roofing Membrane Assembly: A roof membrane assembly consisting of two plies of a prefabricated, reinforced, homogeneous Styrene-Butadiene-Styrene (SBS) block copolymer modified asphalt membrane, applied over a prepared substrate. Reinforcement mats shall be impregnated/saturated and coated each side with SBS modified bitumen blend and coated one side with a torch grade SBS bitumen blend adhesive layer. The adhesive layer shall be manufactured using a process that embosses the surface with a grooved pattern to provide optimum burn-off of the plastic film and to maximize application rates. The cross sectional area of the sheet material shall contain no oxidized or non-SBS modified bitumen. The roof system shall pass 500 cycles of ASTM D 5849 Resistance to Cyclic Joint Displacement (fatigue) at 14°F (-10°C). Passing results shall show no signs of membrane cracking or interply delamination after 500 cycles. The roof system shall pass 200 cycles of ASTM D 5849 after heat conditioning performed in accordance with ASTM D 5147. The assembly shall possess waterproofing capability, such that a phased roof application, with only the modified bitumen base ply in place, can be achieved for prolonged periods of time without detriment to the watertight integrity of the entire roof system.

- > Siplast Paradiene 20 TG/30 FR TG torchable roof system or other pre-approved manufacture's roofing membrane assembly.

1. Modified Bitumen Base and Stripping Ply

- a) Thickness (avg): 114 mils (2.9 mm) (ASTM D 5147)
- b) Thickness (min): 110 mils (2.8 mm) (ASTM D 5147)
- c) Weight (min per 100 ft² of coverage): 76 lb (3.7 kg/m²)
- d) Maximum filler content in elastomeric blend: 35% by weight
- e) Low temperature flexibility @ -15°F (-26°C): PASS (ASTM D 5147)
- f) Peak Load (avg) @ 73°F (23°C): 30 lbf/inch (5.3 kN/m) (ASTM D 5147)
- g) Peak Load (avg) @ 0°F (-18°C): 75 lbf/inch (13.2 kN/m) (ASTM D 5147)
- h) Ultimate Elongation (avg.) @ 73°F (23°C): 50% (ASTM D 5147)
- i) Dimensional Stability (max): 0.1% (ASTM D 5147)
- j) Compound Stability (min): 250°F (121°C) (ASTM D 5147)
- k) Approvals: UL Class listed, FM Approved (products shall bear seals of approval)
- l) Reinforcement: fiberglass mat meeting the performance and dimensional stability criteria
- > Siplast Paradiene 20 - torchable grade or other pre-approved manufacture's Modified Bitumen Base and Stripping Ply.

2. Modified Bitumen Stripping Ply at Gravel Stop

- a) Thickness (avg): 138 mils (3.5 mm) (ASTM D 5147)
- b) Thickness (min): 134 mils (3.4 mm) (ASTM D 5147)
- c) Weight (min per 100 ft² of coverage): 96 lb (4.7 kg/m²)
- d) Peak filler content in elastomeric blend - 35% by weight
- e) Low temperature flexibility @ -13°F (-25°C): PASS (ASTM D 5147)
- f) Peak Load (avg) @ 73°F (23°C): 80 lbf/inch (14.1 kN/m) (ASTM D 5147)
- g) Peak Load (avg) @ 0°F (-18°C): 150 lbf/inch (26.5 kN/m) (ASTM D 5147)
- h) Ultimate Elongation (avg.) @ 73°F (23°C): 100% (ASTM D 5147)
- i) Compound Stability (max): 0.1% (ASTM D 5147)
- j) High Temperature Stability (min): 250°F (121°C) (ASTM D 5147)
- k) Approvals: UL Class listed, FM Approved (products shall bear seals of approval)

- l) Reinforcement: fiberglass mat meeting the performance and Compound stability criteria
 - > Siplast Paradiene 20EG TG, torch grade or other pre-approved manufacture's Modified Bitumen Stripping Ply at Gravel Stop.
3. Modified Bitumen Finish Ply
- a) Thickness (avg): 138 mils (3.5 mm) (ASTM D 5147)
 - b) Thickness at selvage (coating thickness) (avg): 118 mils (3.0 mm) (ASTM D 5147)
 - c) Thickness at selvage (coating thickness) (min): 114 mils (2.9 mm) (ASTM D 5147)
 - d) Weight (min per 100 ft² of coverage): 112 lb (5.4 kg/m²)
 - e) Maximum filler content in elastomeric blend: 35% by weight
 - f) Low temperature flexibility @ -15°F (-26°C): PASS (ASTM D 5147)
 - g) Peak Load (avg) @ 73°F (23°C): 30 lbf/inch (5.3 kN/m) (ASTM D 5147)
 - h) Peak Load (avg) @ 0°F (-18°C): 75 lbf/inch (13.2 kN/m) (ASTM D 5147)
 - i) Ultimate Elongation (avg.) @ 73°F (23°C): 55% (ASTM D 5147)
 - j) Dimensional Stability (max): 0.1% (ASTM D 5147)
 - k) Compound Stability (min): 250°F (121°C) (ASTM D 5147)
 - l) Granule Embedment (max loss): 2.0 grams per sample (ASTM D 5147)
 - m) Approvals: UL Class listed, FM Approved (products shall bear seals of approval)
 - n) Reinforcement: fiberglass mat meeting the performance and dimensional stability criteria
 - o) Surfacing: ceramic granules
 - > Siplast Paradiene 30 FR - torchable grade or other pre-approved manufacture's Modified Bitumen Finish Ply.
- B. Flashing Membrane Assembly: A flashing membrane assembly consisting of a prefabricated, reinforced, Styrene-Butadiene-Styrene (SBS) block copolymer modified asphalt membrane with a continuous, channel-embossed metal-foil surfacing. The finish ply shall conform to ASTM D 6298 and the following physical and mechanical property requirements.
- > Siplast Veral flashing system, aluminum finish or other pre-approved manufacture's Flashing Membrane Assembly.
1. Cant Backing Sheet and Flashing Reinforcing Ply
- a) Thickness (avg): 91 mils (2.3 mm) (ASTM D 5147)
 - b) Maximum filler content in elastomeric blend: 35% by weight
 - c) Ultimate Elongation (avg.) @ 73°F (23°C): 50% (ASTM D 5147)
 - d) Dimensional Stability (max): 0.1% (ASTM D 5147)
 - e) Approvals: UL Class listed, FM Approved (products shall bear seals of approval)
 - f) Reinforcement: fiberglass mat meeting the performance and dimensional stability criteria
 - g) Back Surfacing: sanded
 - > Siplast Paradiene 20, set in SFT Cement or other pre-approved manufacture's Cant Backing Sheet and Flashing Reinforcing Ply.
2. Metal-Clad Modified Bitumen Flashing Sheet
- a) Thickness (avg): 142 mils (3.6 mm) (ASTM D 5147)
 - b) Thickness (min): 138 mils (3.5 mm) (ASTM D 5147)

- c) Weight (min per 100 ft² of coverage): 92 lb (4.5 kg/m²)
 - d) Coating Thickness – back surface (min): 40 mils (1 mm) (ASTM D 5147)
 - e) Low temperature flexibility @ 0° F (-18° C): PASS (ASTM D 5147)
 - f) Peak Load (avg) @ 73°F (23°C): 85 lbf/inch (15 kN/m) (ASTM D 5147)
 - g) Peak Load (avg) @ 0°F (-18°C): 180 lbf/inch (31.7 kN/m) (ASTM D 5147)
 - h) Ultimate Elongation (avg) @ 73°F (23°C): 45% (ASTM D 5147)
 - i) Tear-Strength (avg): 120 lbf (0.54 kN) (ASTM D 5147)
 - j) Dimensional Stability (max): 0.2% (ASTM D 5147)
 - k) Compound Stability (min): 225°F (107°C) (ASTM D 5147)
 - l) Cyclic Thermal Shock Stability (maximum): 0.2% (ASTM D 7051)
 - m) Approvals: UL Approved, FM Approved (products shall bear seals of approval)
 - n) Reinforcement: fiberglass scrim mat meeting the performance and dimensional stability criteria
 - o) Surfacing: aluminum metal foil
 - > Siplast Veral Aluminum or other pre-approved manufacture's Metal-Clad Modified Bitumen Flashing Sheet.
- C. Catalyzed Acrylic Resin Flashing System: A specialty flashing system consisting of a liquid-applied, fully reinforced, multi-component acrylic membrane installed over a prepared or primed substrate. The flashing system consists of a catalyzed acrylic resin primer, basecoat and topcoat, combined with a non-woven polyester fleece. The resin and catalyst are pre-mixed immediately prior to installation. The use of the specialty flashing system shall be specifically approved in advance by the membrane manufacturer for each application.
- > Parapro 123 Flashing System by Siplast; Irving, TX or other pre-approved manufacture's Catalyzed Acrylic Resin Flashing System.

2.03 ROOFING ACCESSORIES

A. Roofing Adhesives

1. Insulation Adhesive: A dual component, polyurethane foam adhesive used to adhere insulation panels to the substrate as well to other insulation panels.
 - > Parafast Insulation T Adhesive Fastener by Siplast or other pre-approved manufacture's Insulation Adhesive.

B. Bituminous Cutback Materials

1. Primer: An asphalt, solvent blend conforming to ASTM D 41 requirements.
 - > Siplast PA-1125 Asphalt Primer by Siplast; Irving, TX or other pre-approved manufacture's Primer.
2. Primer: A single component, water based primer, to promote adhesion of self-adhesive membranes to masonry, wood, plywood, concrete and gypsum surfaces.
 - > Siplast TA-119 Primer by Siplast; Irving, TX or other pre-approved manufacture's Primer.
3. Mastics: An asphalt cutback mastic, reinforced with non-asbestos fibers, used as a base for setting metal flanges conforming to ASTM D 4586 Type II requirements.
 - > Siplast PA-1021 Plastic Cement by Siplast; Irving, TX or other pre-approved manufacture's Mastic.

- C. Solvent-Free Flashing Cement: A single-component, solvent-free modified cement. The adhesive blend shall be formulated in a grade for application of flashing materials.
- > Siplast SFT Cement by Siplast; Irving, TX or other pre-approved manufacture's Solvent-Free Flashing Cement.
- D. Sealant: A moisture-curing, non-slump elastomeric sealant designed for roofing applications. The sealant shall be approved by the roof membrane manufacturer for use in conjunction with the roof membrane materials. Acceptable types are as follows:
- > Siplast PS-209 Elastomeric Sealant by Siplast; Irving, TX or other pre-approved manufacture's Sealant.
- E. Ceramic Granules: No. 11 grade specification ceramic granules of color scheme matching the granule surfacing of the finish ply.
- F. Perlite Cant Strips: A cant strip composed of expanded volcanic minerals combined with waterproofing binders. The top surface shall be pre-treated with an asphalt based coating. The face of the cant shall have a nominal 4-inch dimension.
- G. Fasteners
1. Base Sheet Fasteners: Base sheet fasteners shall be approved by the manufacturer of the primary roofing products. Acceptable base sheet fasteners for specific substrate types are listed below.
 - a) Wood Cement Fiber Decks
 - A single unit, precision formed, Galvalume (AZ-55) coated steel fastener having a 2.7-inch cap and a 1.8-inch long shank. The fastener shall incorporate twin high tensile steel wires that facilitate a diverging reverse hook action when driven into the structural substrate.
 2. Base Sheet and Flashing Reinforcing Sheet Fasteners for Wood/Plywood Substrates to Receive Flashing Coverage: Fasteners shall be approved by the manufacturer of the primary roofing products. Acceptable fasteners for specific substrate types are listed below.
 - a) Wood/Plywood Substrates
 - A 12 gauge, spiral or annular threaded shank, zinc coated steel roofing fastener having a minimum 1-inch head.
 - > 12 Gauge Simplex Nail by the Simplex Nail and Manufacturing Co., Americus, GA
 3. Insulation Fasteners:
 - a) Wood Decks: Base sheet mechanical fasteners for metal decks shall be factory coated for corrosion resistance. The fastener shall conform meet or exceed Factory Mutual Standard 4470 and when subjected to 30 Kesternich cycles, show less than 15% red rust. Acceptable base sheet fastener types for metal decks are listed below.
 - A fluorocarbon coated screw type roofing fastener having a minimum 0.245-inch thread diameter. Plates used in conjunction with the fastener shall be a heavy duty metal type having a minimum 3-inch diameter, as supplied by the fastener manufacturer.
 - > Parafast HD Fastener/Plate by Siplast; Irving, TX

4. Flashing Reinforcing Sheet Fasteners for Wood/Plywood Substrates to Receive Flashing Coverage: Fasteners shall be approved by the manufacturer of the primary roofing products. Acceptable fasteners for specific substrate types are listed below.
 - a) Wood/Plywood Substrates
 - A 12 gauge, spiral or annular threaded shank, zinc coated steel roofing fastener having a minimum 1-inch head.
 - > Square Cap by W.H. Maze Co.; Peru, IL
 - > 12 Gauge Simplex Nail by the Simplex Nail and Manufacturing Co., Americus, GA
 - > Or other pre-approved manufacture's roofing fastener.
- H. Walktread: A prefabricated, puncture resistant polyester core reinforced, polymer modified bitumen sheet material topped with a ceramic-coated granule wearing surface.
 1. Thickness: 0.217 in (5.5 mm)
 2. Weight: 1.8 lb/ft² (8.8 kg/m²)
 3. Width: 30 in (76.2 cm)
 - > Paratread Roof Protection Material by Siplast; Irving, TX or other pre-approved manufacture's Walktread.

PART 3 EXECUTION

3.01 PREPARATION

- A. General: Sweep or vacuum all surfaces, removing all loose aggregate and foreign substances prior to commencement of roofing.
- B. Remove All Existing:
 - Roof membrane
 - Insulation
 - Base flashings
 - Edge metal
 - Flanged metal flashings
 - Cants
 - Walkways
 - Non functional penetrations/curbs
 - Vapor retarder
 - Metal trim, counterflashing

3.02 SUBSTRATE PREPARATION

- A. Base Sheet Securement to tectum substrate: Lay the base sheet over the entire area to be roofed, lapping sides 3-inches and ends 6-inches. Using the specified fasteners, fasten each sheet every 9-inches through laps and stagger fasten the remainder of the sheet in 2 rows on nominal 18-inch centers with fasteners in each row on 9-inch centers. Increase the fastening pattern by 70% at the perimeter and 160% in the corners.
- B. Base Sheet Securement to wood substrate: Lay the base sheet over the entire area to be roofed, lapping sides 3-inches and ends 6-inches. Using approved fasteners, tack down base sheet to hold in place until insulation is mechanically attached to deck.

- C. Insulation: Install insulation panels with end joints offset; edges of the panels shall be in moderate contact without forcing applied in strict accordance with the insulation manufacturer's requirements and the following instructions. Where the insulation is installed in two or more layers, stagger joints between layers. Maintain a maximum panel size of 4-feet by 4-feet for polyisocyanurate insulation applied in insulation adhesive.
1. Insulation - multiple layer: Install all layers in an application of the specified insulation adhesive in strict accordance with the requirements of the insulation adhesive supplier. Stagger the panel joints between insulation layers.
 2. Insulation - single layer (wood deck): Mechanically attach the insulation to the substrate, using the specified fasteners, at a rate of 1 fastener per 2 square feet of panel area (16 per 4' x 8' panel). Stagger the panel joints between insulation layers. Increase the fastening frequency at the perimeter by 50% and in corners at a rate of 1 per 1 square feet (32 fastener per 4'-ft x 8-ft panel).
 3. Insulation - multi layers (tectum and wood decks): Install both layers in an application of the specified insulation adhesive in strict accordance with the requirements of the insulation adhesive supplier. Stagger the panel joints between insulation layers. Using specified adhesive fastener, apply adhesive in a minimum 3/4-inch wide bead in a serpentine pattern at a rate of 12-inches on center in the field of the roof. Decrease the adhesive bead spacing by 40% (6-inches on center) along the perimeter and by 60% (4-inches on center) at the corners of the roof.
 3. Crickets: Construct crickets of tapered insulation panels in a layout as indicated on the roof plan.
 4. Tapered Edge at Transitions: Field-cut, shape and install tapered edge strip at transitions of 1/4-inch or greater between substrate components to provide a smooth transition and proper support for the subsequent insulation layer or membrane/flashing system components.

3.03 ROOF MEMBRANE INSTALLATION

- A. Membrane Application: Apply roofing in accordance with roofing system manufacturer's instructions and the following requirements. Application of roofing membrane components shall immediately follow application of base sheet and/or insulation as a continuous operation.
- B. Aesthetic Considerations: An aesthetically pleasing overall appearance of the finished roof application is a standard requirement for this project. Make necessary preparations, utilize recommended application techniques, apply the specified materials including granules, and exercise care in ensuring that the finished application is acceptable to the Owner.
- C. Priming: Prime metal and concrete and masonry surfaces with a uniform coating of the specified asphalt primer.
- D. Bitumen Consistency: Cutting or alterations of bitumen, primer, and sealants will not be permitted.
- E. Roofing Application: Apply all layers of roofing free of wrinkles, creases or fishmouths. Exert sufficient pressure on the roll during application to ensure prevention of air pockets.
 1. Apply all layers of roofing perpendicular to the slope of the deck.

2. Fully bond the base ply to the prepared substrate, utilizing minimum 3-inch side and end laps. Apply each sheet directly behind the torch applicator. Cut a dog ear angle at the end laps on overlapping selvage edges. Using a clean trowel, apply top pressure to top seal T-laps immediately following sheet application. Stagger end laps a minimum of 3-feet.
 3. Fully bond the finish ply to the base ply, utilizing minimum 3-inch side and end laps. Apply each sheet directly behind the torch applicator. Stagger end laps of the finish ply a minimum 3-feet. Cut a dog ear angle at the end laps on overlapping selvage edges. Using a clean trowel, apply top pressure to top seal T-laps immediately following sheet application. Stagger side laps of the finish ply a minimum 12-inches from side laps in the underlying base ply. Stagger end laps of the finish ply a minimum 3-feet from end laps in the underlying base ply.
 4. Maximum sheet lengths and special fastening of the specified roof membrane system may be required at various slope increments where the roof deck slope exceeds 1/2-inch per foot. The manufacturer shall provide acceptable sheet lengths and the required fastening schedule for all roofing sheet applications to applicable roof slopes.
- F. Granule Embedment: Broadcast mineral granules over all bitumen overruns on the finish ply surface, while the bitumen is still hot or the adhesive is soft, to ensure a monolithic surface color.
- G. Flashing Application – wood/plywood surfaces: Flash wood/plywood parapet walls and curbs using the reinforcing sheet and the metal foil flashing membrane. The reinforcing sheet shall have minimum 3-inch side laps and extend a minimum of 3-inches onto the base ply surface and to the top of the parapet wall or curb. Apply a uniform coat of the specified flashing cement to the back of the reinforcing sheet as well as the area to receive flashing coverage, including the exposed selvage edge of the adjacent flashing sheet. Set the reinforcing sheet in place and exert pressure on the sheet during application to ensure complete contact with the wall/roof surfaces, preventing air pockets. Nail the reinforcing sheet through the field of the sheet to the vertical wood surface on 12-inch centers from the top of the cant to top of the wall or curb. Fully adhere the remainder of the flashing reinforcing sheet that extends over the cant and roof level. Install the finish ply to extend to the top of the cant. Cut the flashing material into the desired lengths off the end of roll in three-foot widths. Stagger the laps of the flashing sheet layer from the lap seams in the reinforcing ply. Check and seal all loose laps and edges. Nail the top edge of the flashing on 9-inch centers. (See manufacturer's schematic for visual interpretation).
- H. Catalyzed Acrylic Resin Flashing System: Install the liquid-applied primer and flashing system in accordance with the membrane system manufacturer's printed installer's guidelines and other applicable written recommendations as provided by the manufacturer.
- I. Water Cut-Off: At end of day's work, or when precipitation is imminent, construct a water cut-off at all open edges. Cut-offs can be built using asphalt or plastic cement and roofing felts, constructed to withstand protracted periods of service. Cut-offs must be completely removed prior to the resumption of roofing.

3.04 ROOF SYSTEM INTERFACE WITH RELATED COMPONENTS

- A. Edge Metal: Completely prime metal flanges and allow to dry prior to installation. Turn the base ply down 2-inches past the roof edge and over the nailer. After the base ply

and continuous cleat (if applicable) have been installed, set the flange in mastic and stagger nail every 3-inches on center. Strip-in the flange using the stripping-ply material, extending a minimum of 4-inches beyond the edge of the flange. Terminate the finish ply at the gravel-stop rise of the edge metal. SEE ITEM: SEALANT, for finish of this detail.

- B. Lead Pipe Flashings: Completely prime the lead flanges and allow to dry prior to installation. After the base ply has been applied, set the flange in mastic and strip-in the flange using the stripping-ply material, extending a minimum of 4-inches beyond the edge of the flange. Terminate the finish ply at the flange-sleeve juncture of the pipe flashing. SEE ITEM: SEALANT for finish of this detail.
- C. Walktread: Cut the walktread into maximum 5-foot lengths and allow to relax until flat. Adhere the sheet using the specified plastic cement. Apply the specified cement in a 3/8-inch thickness to the back of the product in 5-inch by 5-inch spots in accordance with the pattern as supplied by the walktread manufacturer. Walk-in each sheet after application to ensure proper adhesion. Use a minimum spacing of 2-inches between sheets to allow for proper drainage.
- D. Sealant: Apply a smooth continuous bead of the specified sealant at the exposed finish ply edge transition to metal flashings incorporated into the roof system.

3.05 FIELD QUALITY CONTROL AND INSPECTIONS

- A. Site Condition: Leave all areas around job site free of debris, roofing materials, equipment and related items after completion of job.
- B. Notification Of Completion: Notify the manufacturer by means of manufacturer's printed Notification of Completion form of job completion in order to schedule a final inspection date.
- C. Final Inspection
 - 1. Post-Installation Meeting: Hold a meeting at the completion of the project, attended by all parties that were present at the pre-job conference. A punch list of items required for completion shall be compiled by the Contractor and the manufacturer's representative. Complete, sign, and mail the punch list form to the manufacturer's headquarters.
- D. Issuance Of The Guarantee: Complete all post installation procedures and meet the manufacturer's final endorsement for issuance of the specified guarantee.

END OF SECTION 075552

SECTION 077100 - PREFABRICATED FASCIAS COPINGS AND EXPANSION JOINTS

PART 1 GENERAL

1.01 SUMMARY:

- A. Work included: Furnishing and installing factory fabricated and finished raised edge, gravel stop, coping, and expansion joint systems.

1.02 RELATED SECTIONS

- B. Section 075552 – Modified Bitumen Membrane Roofing

1.03 REFERENCE STANDARDS

References in these specifications to standards, test methods, codes etc., are implied to mean the latest edition of each such standard adopted. The following is an abbreviated list of associations, institutions, and societies which may be used as references throughout these specifications.

FM	Factory Mutual Engineering and Research Norwood, MA
ANSI	American National Standards Institute Washington, DC
SPRI	Single Ply Roofing Industry Waltham, MA

1.04 SUBMITTALS

A. Submittals Prior to Contract Award:

1. Submit a letter from the approved roofing membrane manufacturer confirming that the factory fabricated metal accessory systems furnished for the project are supplied or manufactured by the approved roofing membrane manufacturer and that each component section is labeled with the approved roofing membrane manufacturer's logo.
2. Latest edition of the prefabricated metal component supplier's specification.
3. Latest edition of prefabricated metal component supplier's Installer's Guide for gravel stop system.
4. Samples: Available on request; sized to represent metal components adequately.
5. Copy of the roofing system manufacturer's inclusion addendum offering coverage of the prefabricated systems under the standard terms of the roofing guarantee.

1.05 QUALITY ASSURANCE

- A. Agency Approvals: The proposed factory fabricated metal component shall conform to the following requirements. No other testing agency approvals will be accepted.
 1. The roof perimeter fascia systems shall be certified through third party verification by the manufacturer/supplier to meet performance design criteria according to the most recent edition of ANSI/SPRI/FM 4435/ES-1: Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems.

2. The Gravel Stop Edge shall meet an FM rating for .040 aluminum material, having a maximum face dimension of 6-inches:

a) Perimeter 1-285 and Corner 1-225.

B. Scope of Work: The work to be performed under this specification shall include but is not limited to the following: Attend necessary job meetings and furnish competent and full-time supervision, experienced mechanics, all materials, tools, and equipment necessary to complete, in an acceptable manner, the prefabricated metal installation in accordance with this specification. Comply with the latest written application instructions of the supplier of the prefabricated metal components.

C. Local Regulations: Conform to regulations of public agencies, including any specific requirements of the city and/or state of jurisdiction.

D. Manufacturer Requirements:

1. Ensure that the factory fabricated metal components are labeled with the roofing membrane manufacturer's logo.

2. Ensure that the factory fabricated metal component manufacturer/supplier provides direct trained company personnel to attend necessary job meetings, perform periodic inspections as necessary, and conducts a final inspection upon successful completion of the project

1.06 PRODUCT DELIVERY STORAGE AND HANDLING

A. Delivery: Deliver materials in the manufacturer's original packaging.

B. Storage: Store materials out of direct exposure to the elements.

C. Strippable Film Masking: Do not remove the strippable film masking on the metal component until immediately following installation. Do not allow extended UV or heat exposure to metal components covered with strippable film masking.

D. Damaged Material: Any materials that are found to be damaged will be automatically rejected, removed and replaced at the Contractor's expense.

1.07 PROJECT/SITE CONDITIONS

A. Requirements Prior to Job Start

1. Verify that all other trades responsible for related work are complete prior to installing the prefabricated metal components.

2. Mounting surfaces shall be straight and secure and provide adequate widths to properly support the prefabricated metal component.

3. Safety: Familiarize every member of the application crew with all safety regulations recommended by OSHA, SMACNA and other industry or local governmental groups.

B. Protection Requirements

1. Prefabricated Metal Component Protection: Provide protection against mechanical damage for newly applied prefabricated metal component surfaces throughout the project.

2. Limited Access: Prevent access by the public to materials, tools and equipment during the course of the project.

3. Debris Removal: Remove all debris daily from the project site.

4. Site Condition: Complete, to the owner's satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction.

1.08 GUARANTEE/ ADDENDUM

- A. Roof Membrane Guarantee Addendum: In addition to the specified guarantee, furnish the Owner with the roofing manufacturer's inclusion addendum to the guarantee offering coverage of the prefabricated gravel stop, coping, and expansion joint systems under the standard terms of the roof membrane/roof system guarantee.
 - Siplast Paraguard Roof Perimeter System Inclusion Addendum or an Addendum from the manufacturer that was pre-approved under paragraph 3.3 "Instructions to Bidders"

PART 2 PRODUCTS

2.01 PREFABRICATED METAL COMPONENT SUPPLIER

- A. This design is based on products by Siplast, however subject to compliance with requirements, equal products or systems are acceptable with prior approval; written requests may be submitted in accordance with "Instructions to Bidders" paragraph 3.3.
 - Siplast
1000 East Rochelle Blvd.
Irving, TX 75062
- B. Factory fabricated Gravel Stop: Factory fabricated gravel stop components shall be factory formed according to the requirements of the membrane manufacturer and labeled with the roofing manufacturer's logo. The gravel stop system shall consist of the following components:
 - A factory formed retainer cleat with pre-punched nail holes fabricated from 22 gauge, G90 galvanized steel, secured using galvanized roofing nails.
 - A factory formed gravel stop with pre-punched nailing holes, secured using galvanized roofing nails. fabricated from minimum .040 aluminum having mill coil coated Kynar finish, Colonial Red.
 - Factory formed concealed splice plates.
 - Factory formed welded miters.
 - Proform M Edge, by Siplast, Inc., Irving, TX (800) 922-8800 or product from pre-approved manufacturer.
- C. Factory fabricated Roof-To-Roof-Expansion Joint: Factory fabricated roof-to-roof expansion joint components shall be factory formed according to the requirements of the membrane manufacturer and labeled with the roofing manufacturer's logo. The roof-to-roof expansion joint system shall consist of the following components:
 - A factory formed cap fabricated from minimum .050 aluminum having a mill coil coated finish, Colonial Red
 - A factory formed traveler cleat fabricated from 20 gauge, G90 galvanized steel.
Specially designed shouldered cleat fasteners to allow for traveler cleat movement.

- Factory formed gutter/splice plates fabricated from 0.040 inch aluminum with EPDM sealing gaskets.
- Factory formed curb rails fabricated from 24 gauge, G90 galvanized steel.
- A flexible membrane vapor retarder / insulation retainer.
- Factory formed welded transitions to Proform M Edge, miters, end caps, tees, and crosses.
 - Paraguard Roof-To-Roof Expansion Joint System, by Siplast, Inc., Irving, TX (800) 922-8800 or product from pre-approved manufacturer.

PART 3 EXECUTION

3.01 SUBSTRATE PREPARATION

- A. Perimeter Nailers: Perimeter nailers shall be flat and level to the building perimeter edge. The front edge of the nailer must be flush with the outside face or wall of the building. Anchor all perimeter nailers in strict accordance with the guidelines set forth in FM Global Property Loss Prevention Data Sheet 1-49.
- B. Curbs for Expansion Joint Components: Curbs must be straight, level, and properly anchored to the building structural deck. Any curbs, which are improperly installed or anchored, must be corrected prior to installation of the expansion joint systems.
- C. Flashing Membrane Installation: Ensure that all roofing flashing treatments used in conjunction with factory fabricated metal components are installed according to the roofing membrane manufacturer's specifications, current technical guide, and details prior to installation of the factory fabricated metal component.
- D. Surface Cleaning: Sweep or vacuum all surfaces to receive the metal components, removing all loose aggregate, soil, and foreign substances prior to installation of the factory fabricated metal components.

3.02 FACTORY FABRICATED METAL COMPONENT INSTALLATION

- A. Install metal components in accordance with the roofing/waterproofing manufacturer's instructions and the following requirements.
- B. Factory fabricated Gravel Stop
 1. Place the continuous retainer cleat to the roofing surface firmly against the perimeter nailer. The retainer cleat should be level and the nailing slots should align centered with the nailer underneath. Fasten the retaining cleat in accordance with the gravel stop system manufacturer's installation instructions.
 2. Starting at the corners, trowel a bead of the roofing manufacturer's specified mastic over the base ply of membrane where the flange of the exterior fascia is to be set. Hook the drip edge of the exterior fascia over the retainer cleat and fasten the flange through the pre-punched holes in accordance with the gravel stop system manufacturer's installation instructions. Slide a concealed joint splice plate halfway into the fascia to allow the next section to fit halfway over the joint splice plate as well. Allow a 1/8-inch gap between gravel stop sections for thermal movement. Increase the gap to 1/4 inch when installing in temperature below 40°F.

3. After installation of the factory fabricated gravel stop is complete, ensure that the roofing stripping and finish plies are installed in accordance with the roofing membrane manufacturer's specifications and details.

C. Factory fabricated Roof to Roof Expansion Joint

1. Fasten the curb rails to the previously flashed curbs using roofing nails every 24 inches on center.
2. Place the traveler cleat over the curb rails, allowing the horizontal slots to center over the rail. Secure the traveler cleat in accordance with the expansion joint system manufacturer's installation instructions.
3. Guttered splice plates are placed over the traveler cleat on 5-foot centers, ensuring that a splice plate is placed centered where there will be a joint in the cap sections. Set each guttered splice plate in a 1-inch dollop of the roofing manufacturer's specified elastomeric sealant.
4. Hook the bottom edge of the cap face of one side securely on the drip edge of the traveler cleat. While maintaining engagement, rotate the cap length over the cleat and press the cap firmly downward on the back edge above the traveler cleat until it locks onto the cleat. Allow a 1/8-inch gap between expansion joint sections for thermal movement. Increase the gap to 1/4 inch when installing in temperature below 40°F.
5. Isolate continuous runs of expansion joint into manageable zones to control thermal movement by securing every fifth section of expansion joint cap to the traveler cleat in accordance with the expansion joint system manufacturer's installation instructions.

3.03 FIELD QUALITY CONTROL AND INSPECTIONS

- A. Site Condition: Leave all areas around the job site free of debris, construction materials, equipment and related items after completion of job.
- B. Issuance Of The Addendum to the Roofing Membrane/System Guarantee: Complete all post installation procedures and meet the factory fabricated metal manufacturer/supplier's final endorsement for issuance of the addendum to the specified roofing/waterproofing guarantee.

END OF SECTION 077100